

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

RESOLUTION NO. 06-51

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

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

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

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

WHEREAS, in Resolutions Nos. 04-44 and 05-68, dated September 29, 2004 and September 29, 2005, the CTRMA Board of Directors approved, respectively, Supplements Nos. 1 and 2 to Work Authorization 3.1 and subsequently approved in Resolution No. 06-36 on June 28, 2006 Supplement No. 3; and

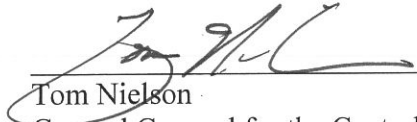
WHEREAS, the GEC has requested approval of an additional supplement to Work Authorization No. 3.1; and

WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Supplement No. 4 to Work Authorization No. 3.1, attached hereto as Attachment "A", and the cost thereof is necessary and appropriate to pursue the development of 183-A and other CTRMA turnpike projects.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 4 to Work Authorization No. 3.1, attached hereto as Attachment "A", provided that any work commenced under the Supplement 4 to Work Authorization No. 3.1 be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

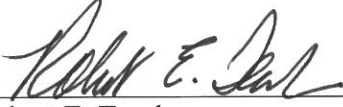
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-51
Date Passed 09/27/06

CENTRAL TEXAS RMA**DRAFT ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 4****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)**

This scope of work includes the continuation of those professional services and associated deliverables required by the CTRMA for October 2006 through September 2007.

In summary, this scope will entail those services required to assist the Central Texas Regional Mobility Authority (CTRMA) in: meeting the Trust Indenture obligations; general engineering assistance; aid CTRMA in managing operating and maintenance contract, support in contract development and review, Systems Integrator management, communications network assistance, Subdivision Wall procurement and construction, and continuing hike & bike trail development and funding efforts.

The tasks in this scope of work will not be performed or the funds utilized until requested by the CTRMA.

1) TRUST INDENTURE OBLIGATIONS

The GEC serves as the Authority's "General Engineering Consultant" as defined and set forth in the Authority Trust Indenture, performing responsibilities of the Consulting Engineers as assigned by the Trust Indenture, the related Bond Resolutions and amending resolutions and supplemental resolutions thereto.

These responsibilities include, but are not limited to:

- a) In connection with the Authority's acquisition by condemnation, or by a means other than condemnation, of any real property or other property, provide a signed statement certifying that in the GEC's opinion the acquisition of such property is necessary or advisable in connection with the construction, operation or maintenance of the applicable project.
- b) Renewal and Replacement Fund; In conjunction with disbursement of monies held for the credit of the Renewal and Replacement Fund, review and approve payment of the cost of repairs or replacements resulting from an emergency caused by some extraordinary occurrence so characterized by a certificate stating that the monies in the Reserve Fund and insurance proceeds, if any, available therefore are insufficient to meet such emergency.

- c) In connection with the Authority's construction of any project, prepare a progress report at least once in every three (3) month period in connection with such construction including current projections with respect to:
- (1) the date on which such Project will be opened for traffic, unless such Project shall have been opened for traffic prior to the date of such report;
 - (2) the date on which the construction of such Project will be completed;
 - (3) the Cost of such Project; and
 - (4) the amount of funds required each six months during the remaining estimated period of construction to pay the Costs of the Project exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs.
- d) Reconstruction, Application of Insurance Proceeds; If any material portion of the System shall be damaged or destroyed, the Authority shall, unless the Authority determines that it would not be beneficial to the System, as expeditiously as possible, cause the reconstruction or replacement thereof to be prosecuted continuously and diligently in accordance with plans and specifications approved by the General Engineering Consultant and the Authority if such plans and specifications are deemed necessary by such General Engineering Consultant and the Authority.
- e) In connection with the issuance by the Authority's traffic engineers of a certificate regarding a proposed toll collecting plan and/or schedule of rates, issue a certificate stating the opinion of the GEC as to the amount of "Current Expenses" or similar term, as defined in the Trust Agreements, during any pertinent fiscal year or period, assuming that the proposed plan for toll collecting facilities or schedule of rates of tolls had been in effect during such pertinent fiscal year or period.
- f) Review, and provide appropriate comments and recommendations regarding the Authority's Annual Operating Budget, all as more specifically described in the Trust Agreements.
- g) Review, and provide appropriate comments and recommendations regarding the Authority's Annual Maintenance Budget, all as more specifically described in the Trust Agreements.
- h) Prepare recommendations of the amounts to be established for the Authority's Annual Capital Budget for the ensuing Fiscal Year. The Annual Capital Budget will detail the Authority's planned capital expenditures during the ensuing Fiscal Year and the portion of capital expenditures expected to be funded from the Renewal and Replacement Fund. The Annual Capital Budget for each Fiscal Year shall include the expected beginning balance in the Renewal and Replacement Fund, the amounts to be transferred by the

Trustee to the Renewal and Replacement Fund from the Revenue Fund, the amount of proceeds of Obligations expected to become available during the Fiscal Year, and the desired year-end balance in the Renewal and Replacement Fund, and shall be in the amount recommended.

- i) In connection with any notices, reports, or other instruments provided to the GEC by the Authority, the Trustee or others pursuant to the Trust Agreement, the GEC will review such notices and promptly provide the Authority with any comments.

2) GENERAL MEETINGS/ REPORTING/ ASSISTANCE

The GEC shall provide General Engineering Assistance as requested by the Authority. Tasks included under this heading consist of the following:

- a) Attendance at Authority Meetings
 - (1) HNTB's Project Manager or designated alternate will attend all Board of Directors' Meetings, and a verbal and written status report of GEC activities will be provided. The Project Manager will be available to respond to questions that may be asked by the Board.
 - (2) Attend meetings of the Committees of the Board, Board and/or staff workshops, and regularly scheduled and special staff meetings.
- b) Consult, advise, and render views on general engineering issues which may arise. It is anticipated that this will be approximately an eight hour per month level of effort. Significant efforts would be considered Miscellaneous Assignments as an additional service to the CTRMA under separate Work Authorization.
- c) Representing the Authority at regional meetings task teams, Authority technical and staff meetings, agency coordination meetings, Technical Work Group meetings with TxDOT and/or other parties, and Capitol Area Metropolitan Planning Organization (CAMPO) meetings, and other meetings of governmental or quasi-governmental bodies, as requested by the Authority.
- d) Representing the Authority before civic, charitable, homeowners' or similar groups which request a speaker to discuss the Authority's planned or ongoing activities, as requested by the Authority.
- e) Generating slides, graphs, photographs, charts, computer or audio/visual presentations, or other presentation aides for the Authority, together with papers, reports, and similar items.
- f) Provide Authority engineering personnel with design/drafting assistance, as requested.

- g) Review and comment, as requested, on Studies, Reports, Construction Documents, Permit Applications, and Environmental Documents for projects which may, as determined by Authority, affect the Turnpike System.
- h) Apprise the Authority's staff, consultants and/or Board of Directors of recent or innovative developments, trends or significant issues regarding turnpike design, financing or operation that may be applicable to the Authority.

3) MAINTENANCE AND FACILITY OPERATIONS IMPLEMENTATION

- a) Working in concert with the Authority's Director of Operations, aid in the implementation and management of the roadway and facility maintenance on the Turnpike System. The basic tasks developed for the initial phase of the implementation of the Maintenance Plan for the CTRMA 183-A Project consist of the following:
 - i) Continue to provide support to CTRMA in the development of Interlocal agreements with local agencies and the State.
 - ii) Complete and update an estimate of the quantities of the systems basic features and components.
 - iii) Assist the CTRMA in the solicitation and execution of contracts for performance of selected maintenance activities by private contractors as may be determined appropriate by the Authority.
 - iv) Assist the CTRMA in managing the maintenance agreements/ contracts after facility opens to traffic.
- b) Working in concert with the Authority's Director of Operations, aid in the implementation and management of facility operations activities on the Turnpike System, including toll collection operations, traffic control, traffic enforcement and incident management. The basis tasks developed for the initial phase of the implementation of the Operations Plan for the CTRMA 183A Project consists of the following:
 - i) Continue to provide support to CTRMA in finalizing interagency agreements, as requested, and assist the CTRMA in negotiations for the performance of selected roadway operations activities under agreements with other state or local agencies and/or contracted services with private contractors.
 - ii) Develop emergency contingency plans.
 - iii) Assist the CTRMA in the solicitation and execution of contracts for performance of toll collection operations activities by private contractors as may be determined appropriate by the Authority.
 - iv) Assist the CTRMA in the management of operations activities as requested.

4) CONTRACT SUPPORT

The GEC shall provide support for the acquisition by the Authority of (1) professional services as defined in Section 2254.001 of the Texas Government Code, or any successor statute thereto, relative to the acquisition of architecture, professional engineering, and land surveying, (2) real estate appraisal, negotiation and other right-of-way services, (3) toll collection operations, (4) roadway and facility maintenance services, (5) incident management services, (6) safety and enforcement services, and (7) other contractual services in support of bringing the 183A project to operation-ready status. Upon proper authorization, the GEC shall assist the authority in:

a) Safety and enforcement services

The GEC will assist CTRMA in the meetings, discussions, and negotiations concerning safety and enforcement services of the 183A facility. In regard to this task, the GEC will:

- (1) Assist CTRMA as requested including attending meetings, reviewing documents, in relation to the safety and enforcement procurement.

5) TECHNOLOGY AND OPERATIONS OVERSIGHT AND CONSULTING SERVICES

The GEC will continue to assist the Authority in the general and administrative oversight, requirements and document development, toll collection system testing, project management, electronic data management and general technology assistance. This includes creating and reviewing various documents, scheduling and attending all necessary meetings and technical reviews, providing cost control, project coordination, and providing direct support for testing and reporting. Furthermore, the GEC will provide all technical review and oversight of all work products and submittals for the design and development of the toll collection system for CTRMA. In regard to this task, the GEC will:

- a) **General and Administrative Oversight:** Review, comment and resolve issues with Caseta deliverables; attend technical reviews; attend coordination meetings with HCC, Caseta and TTA; provide software development oversight; provide technical expertise to review Caseta's product and progress specific to Caseta's overall systems implementation.
- b) **Project Management:** Review Developer and System Integrator schedule as it applies to the implementation of the toll collection system; organizing and attending applicable meetings; review Caseta progress reports; review, track, negotiate and recommend payment of SI invoices; provide routine inventory inspections; create and review and both owner and SI initiated change orders; manage the maintain an internal project cost control system to process and track Caseta's costs; monthly progress reports will include

a series of narrative descriptions and graphs detailing tasks accomplished issues of concern, schedule status, budget status, and future activities. Prior to submittal of this information to the CTRMA, and progress reports. This final review will be conducted by the GEC Project Manager and the Project Engineer responsible for project controls; the final acceptance will be documented on the CTMRA Certification cover sheet prior to submittal to the CTRMA.

- c) **Requirements and Document Development:** Develop requirements documents as requested (e.g., Business rules and policy documents; Caseta transaction processing, Caseta violation processing, test plans, test scripts). Develop other documents as requested (e.g., courts presentation).
- d) **Testing and Reporting:** Provide support for testing of TTA and other peer agency interfaces; provide direct support for prototype, commissioning and operational testing of toll collection system; provide whatever direct and indirect support is necessary to assist CTRMA, Caseta and RapidTolls in completing the required testing; provide direct support at the temporary low-speed test site.
- e) **Electronic Data Management System:** to track all correspondence, submittals, RFI's, schedules and other relative information. The GEC will provide ProCIMS hardware and software and personnel to maintain the system to support this task
- f) **General Technology Assistance:** Provide general technology assistance as requested by the CTRMA.
- g) **Communications and network implementation:** The GEC will support the CTRMA in implementing a toll collection facility communication network between various toll 183A, the CTRMA Administrative Offices, CTRMA Field Operations Building(s), the Customer Service Center (CSC) and the Violation Processing Center (VPC). And continue coordination with TxDOT to finalize an Interlocal Agreement for shared use of existing communication duct banks.

6) ENVIROMENTAL SUPPORT

The GEC will support the CTRMA, as requested, by providing environmental expertise. Tasks may include; attending meetings, conducting historic and environmental research, coordinating with resource agencies, developing exhibits, producing reports, and conducting field visits.

7) SHARED USE PATH – DESIGN & PROCUREMENT

The GEC will produce plans, specifications and estimates for the construction of a shared use path from Brushy Creek Road to FM 1431. This effort will include the following tasks:

- a) **Meetings and Coordination:** The GEC will meet with coordinate with region governments and organizations (including Cities, Counties, MUD, HOAs, &MPOs) in the design process.

- b) **Plan and Specification Development:** The GEC will develop plans and specifications suitable for bidding. Status sets will be submitted to CTRMA for review at the 30%, 60% and 90% stage.
- c) **Estimate Development:** The GEC will update the cost estimate with each plan submittal review.
- d) **Environmental Document Prep**
- e) **Bid document preparation and selection:** The GEC will develop the bidding documents to be used in procurement of a contractor. The GEC will support the CTRMA and the City of Cedar Park in the advertising and selection process.

8) PUBLIC INVOLVMENT & COMMUNITY RELATIONS

The GEC will provide public involvement and communications support for the construction related communications and opening of the 183A turnpike. The GEC will assist with arrangements for the public meetings and presentations and public involvement related activities.

Public Involvement and Outreach Activities

The GEC will assist with stakeholder meetings and will make all formal presentations at these meetings at the request of the client. The GEC will meet with stakeholders during the construction of 183A as directed by the Mobility Authority. It is anticipated that the project stakeholders will include neighborhood associations, business groups, civic organizations, and area public officials.

1. Exhibits for stakeholder meetings including handouts, flyers, maps and poster
2. Prepare for stakeholder meetings including facility locations, issue identification, research, coordination with client and staff
3. Attend and conduct stakeholder and neighborhood meetings including set up, on site assistance and follow up
4. Conduct outreach activities as requested by client, including phone calls, follow ups, informational research and interaction with the public
5. Prepare meeting minutes and meeting summaries of stakeholder meetings

Opening Day Activities

The GEC will also support the opening of 183A through communications and public involvement activities. These activities will include:

1. Planning and support for marketing activities related to Opening Day
2. Consumer Survey and Attitude Tracking including the development and implementation of survey tools

3. Opening Day support activities including coordination, planning, on site assistance
4. Database development and coordination including compiling and updating existing 183A databases

Animation and Graphics Support

The GEC will also assist with animation, graphics and audio visual support as requested by client

1. Brochures, Informational Pieces, Presentation
2. Audio Visual Production

DELIVERABLES:

- Correspondence for the CTRMA
- Certification of invoices and progress reports
- Reports, exhibits, presentations, and whitepapers as requested
- Documents associated with the CTRMA Board meetings
- Documents associated with the CTRMA Committee meetings
- Documents associated with the CTRMA Staff status meetings
- Monthly invoices
- Monthly progress reports
- EDMS document filing access
- PS&E for Shared Use Path
- Preliminary and Final drafts of mentioned proposals, reports, plans and applications
- Public Meeting Minutes and Summary
- Public Involvement/Public Relations Materials
- Updated 183A Database

CTRMA GEC
HNTB Corporation - MANHOUR BREAKDOWN
 September 27, 2006

CTRMA
WORK AUTHORIZATION NO. 3.1
SUPPLEMENT NO. 4

DRAFT
SUMMARY

Manhours						
A Principal	B1 Technology Expert	B Dep. PM	C Senior Project Engineer	D Project Engineer	E Technician	F Project Administrator

Task	Fee
Trust Indenture Obligations	\$71,718
General Meetings/ Reporting/ Assistance	\$380,443
O&M Implementation	\$131,868
Contract Support	\$28,794
Technology and Operations Oversight	\$459,161
Environmental Support	\$87,848
Shared Use path	\$153,098
Public Involvement and Outreach Activities	\$203,631
DRAFT TOTAL	\$1,516,561

86	0	150	0	184	0	0
368	0	512	150	800	300	380
92	0	272	0	480	0	0
40	0	60	0	60	0	0
0	408	1227	610	0	150	0
0	0	52	40	0	441	316
54	0	275	0	545	230	0
0	0	0	587	550	189	0
640	408	2548	1387	2619	1310	696

Total Labor & Overhead \$ 127,553 \$ 81,315 \$ 417,826 \$ 192,452 \$ 277,503 \$ 105,756 \$ 56,188

Direct Expenses	Cost
Trust Indenture Obligations	1,300
General Meetings/ Reporting/ Assistance	15,000
O&M Implementation	1,000
Contract Support	1,000
Technology and Operations Oversight	23,000
Environmental Support	1,380
Shared Use path	1,100
Public Involvement and Outreach Activities	25,400
Total Direct Expenses	69,180
Total Labor & Overhead	1,258,592
Total Direct Expenses	69,180
Subtotal Project Costs	1,327,772
Project Profit	188,789
15.00%	
Total	1,516,561

DRAFT

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

RESOLUTION NO. 06-52

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors subsequently entered into a CDA effective November 29, 2004 for the development of the 183-A Turnpike Project; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, the CDA includes a process for the consideration and development of potential change orders for aspects or portions of the work performed under the CDA which might warrant adjustment to the Development Price or the contractual deadlines for performance by the Developer; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA and certain otherwise undiscovered matters affecting the 183-A Project, as well as other items more fully set forth in the CDA; and

WHEREAS, the CDA provides that all change orders be formally agreed to by the CTRMA and the Developer, and that except those involving an amount up to an including \$50,000.00 as set forth in Resolution No. 05-46, dated June 29, 2005, the Board must approve any change order; and

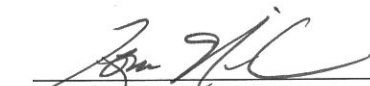
WHEREAS, the CTRMA, the GEC, and the Developer, pursuant to the change order process set forth in the CDA, have determined that the changes to the design and construction of a bridge header for the northbound exit ramp at FM 1431, including additional bridge abutment, roadway embankment, retaining wall, pavement structure, drilled shafts, and traffic rail, requires the issuance of Change Order No. 9, as set forth and in accordance with the terms thereof and attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Change Order No. 9 as set forth and in accordance with the terms thereof and attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Change Order No. 9 is made an attachment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 9 is fully executed by the CTRMA and the Developer.

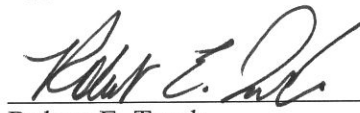
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-52
Date Passed 09/27/06



Central Texas Regional
Mobility Authority

MEMORANDUM

To: Mike Heiligenstein
Bill Chapman

Date: September 20, 2006

From: Richard Ridings *Richard Ridings*

Subject: Change Order No. 009 – Construct Ultimate Header NB 183A North of FM 1431

Copies: Tom Neilson, Everett Owen, Ron Fagan

This attached Change Order (CO) No. 009 is in the amount of \$ 217,890.00. This change order includes additional bridge abutment, roadway embankment, retaining wall, pavement structure, drilled shafts, and traffic rail. This work was requested to improve the appearance of the stub out at the FM 1431 bridge and reduce the rework required when the ultimate main lanes are extended beyond New Hope Road and the ultimate ramps are constructed between FM 1431 and New Hope Road.

The GEC has reviewed the subject CO and recommends approval.

Attached is an update of the Change Order Budget.

301 Congress Avenue, Suite 650 Austin, TX 78701
Telephone: (512) 996-9778 / Fax: (512) 996-9784 / www.mobilityauthority.com

Robert E. Tesch, *Chairman* • Lowell H. Lebermann, Jr., *Vice-Chairman* • Robert L. Bennett, Jr., *Treasurer*
Henry H. Gilmore • James H. Mills • David Singleton • Johanna Zmud Ph.D. • Mike Heiligenstein, *Executive Director*



Central Texas Regional
Mobility Authority

Change Order No. 009 Summary **Construct Ultimate Header NB 183A North of FM 1431**

Description

Provide design and construction for the ultimate header located on NB 183A north of FM 1431. This change order includes additional bridge abutment, roadway embankment, retaining wall, pavement structure, drilled shafts, and traffic rail.

Justification

This work was requested to improve the appearance of the stub out at the FM 1431 bridge and reduce the rework required when the ultimate main lanes are extended beyond New Hope Road and the ultimate ramps are constructed between FM 1431 and New Hope Road.

Price

\$ 217,890.00

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EXHIBIT M

FORM OF CHANGE ORDER

CHANGE ORDER PROPOSAL NO. 009 CONTRACT NO. 183A Turnpike

SECTION 1

Originator: Rich Ginder

Date: August 7, 2006

Title: Toll / Aesthetics Manager

Contract No. 183A Turnpike

Company Name: Hill Country Constructors

DESCRIPTION:

Design and construct a bridge header for the ultimate northbound exit ramp north of FM 1431.

Scope:

Original scope of the northbound FM 1431 bridge included a bent structure on the north end of the bridge for the ultimate northbound exit ramp. There was some dialogue between HCC and CTRMA to extend the abutment structure along with associated wrap around retaining walls to include the ultimate exit ramp. An abutment structure for the ultimate exit ramp braided bridge was included in this change order. This change order consists of additional bridge abutments, roadway embankment, retaining wall, pavement structures, drill shafts, and traffic rail. There is a credit for the bent structure that would have been constructed if the desired change did not occur.

CAUSE OF CHANGE ORDER REQUEST:

During the development of the bridge substructure aesthetic concept during the winter of 2005, HCC's designers expressed a concern about an unappealing condition with constructing a bent structure for the north side of the FM 1431 bridge for the ultimate exit ramp. It was undetermined on the duration when the ultimate exit ramp bridge would be constructed. During the Aesthetics Workshop on April 6, 2005 it was determined that the CTRMA will request a change order proposal for the design and construction of the bridge header for the ultimate northbound exit ramp.

 9-1-06
Developer Project Manager Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 217,890.00. Documentation supporting the Change Order is attached as Exhibits CO.6.1 through CO.6.3.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
A021505	Design of Ult. Bridge Header	\$ 14,700.00
A021040	Design QA of Ult. Bridge Header	\$ 1,838.00
B061784	Embankment	\$ 28,963.00
B071900	Select Embankment	\$ 6,095.00
B082021	Cemented Treated Base	\$ 4,594.00
B082020	Bond Breaker	\$ 1,533.00
B086560	Concrete Pavement	\$ 33,312.00
B086560	Approach Slabs	\$ 23,945.00
B093040	Abutment Drill Shafts	\$ 18,667.00
B093060	Bent Drill Shaft Credit	\$ (9,222.00)
B093050	Abutment Concrete	\$ 25,367.00
B093070	Bent Column Credit	\$ (6,186.00)
B093180	Bent Cap Credit	\$ (7,803.00)
B096861	MSE Walls	\$ 41,516.00
B093130	Permanent Traffic Rail	\$ 5,692.00
B127570	Rip Rap Concrete in Gore	\$ 5,607.00
A011184	Incidentals	\$ 21,397.00
A021030	Construction QA	\$ 7,875.00

Summary of Change Order Proposal by Categories: [Additives/(Credits)]

A.	Developer Labor (construction)	
1.	Wages ¹	\$ 34,859.00
2.	Labor benefits ² (55% of A.1)	\$ 19,172.00

¹ Estimated for Negotiated Change Orders or Actual for Force Account Change Orders.

² Premiums on public-liability and workers-compensation insurance, social-Security and unemployment-insurance taxes.

B.	Developer and Subcontractor Labor (professional services)		
1.	Wages ¹ (Raw)	\$	6,750.00
2.	Labor benefits ² (145% of B.1, which includes overhead and profit)	\$	9,788.00
3.	Off-duty peace officers and patrol cruisers ¹	\$	0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$	55,452.00
D.	Developer Equipment ¹	\$	57,900.00
E.	Subcontracts ¹ (Time and Materials costs)	\$	11,565.00
F.	Utility Direct Costs ¹	\$	0.00
G.	Overhead and Profit		
1.	Labor (25% of A.1 and A.2)	\$	13,508.00
2.	Traffic Control (5% of B.3)	\$	0.00
3.	Materials (15% of C)	\$	8,318.00
4.	Subcontracts (5% of E)	\$	578.00
5.	Utility Direct Costs (5% of F)	\$	0.00
H.	Grand Total	\$	217,890.00

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION III

The status of Substantial Completion is as follows:

- Unaffected by this Change Order Proposal

The status of Final Acceptance is as follows:

- Unaffected by this Change Order Proposal

Accordingly, the summary of the dates of Substantial Completion and Final Acceptance and Float are as follows:

1. Substantial Completion: Unchanged
(+ or - _____ days from base of _____ calendar days after NTP2)
2. Final Acceptance: Unchanged
(+ or - _____ days from base of _____ calendar days after NTP2)
3. Number of days of Project Float Unchanged

Justification for Change Order with reference to CDA:

CDA Section 14.3 allows Developer to request a change order to increase the development price for increased costs associated with CTRMA-Directed Changes which increase the work to be furnished, performed, or paid for by the developer.

The above three sections represent a true and complete summary of all aspects of this change.

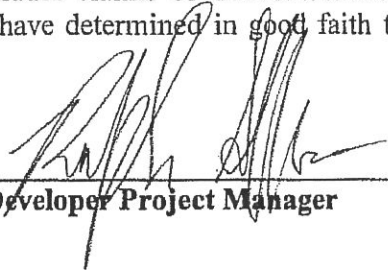
This Change Order Proposal includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change.

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

If the foregoing Change Order Proposal includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.



Developer Project Manager

9-1-06

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

Michael J. Snow *9/20/06*

GEC Team Construction Manager (CDA) Date

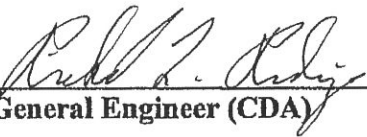
Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)



Project General Engineer (CDA)

9/20/08

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION Vi (Reviewed by CTRMA's Director of Finance)

ACTION TAKEN:

- Finance Approval Attached No N/A

Director of Finance

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 009

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No

CTRMA Executive Director

Date

Comments:

Exhibit CO.9.1
Cost Breakdown Spreadsheet

Change Order Estimates

Owner:
Location:

CTRMA
NB Off Ramp North of FM 1431

Cost Impacts of Change	Unit	UM	Raw Unit Cost	A.1 Const Dev Labor (HCC)	B.1* Prof Sery Raw Wages	B.3 Police	C Materials Add. (HCC)	D Equip	E** Subs	F Util Dir Costs	SubTotal	Schedule Activity No.	Cost with Markup
CONSTRUCTION COSTS:													
Excavation and Embankment	3,763.00	CY	7.13	\$2,509	\$0	\$0	\$890	\$23,423	\$0	\$0	\$26,822	B061784	\$28,963
Select Embankment (MLF)	460.00	CY	12.12	\$504	\$0	\$0	\$150	\$2,991	\$1,928	\$0	\$5,573	B071900	\$6,095
8" Cement Treated Base	460.00	SY	8.77	\$236	\$0	\$0	\$2,465	\$1,335	\$0	\$0	\$4,036	B082021	\$4,595
Place AC Bondbreaker	25.00	TN	58.40	\$0	\$0	\$0	\$0	\$0	\$1,460	\$0	\$1,460	B082020	\$1,533
Concrete Pavement	398.70	SY	68.25	\$5,178	\$0	\$0	\$12,668	\$8,190	\$1,175	\$0	\$17,211	B086560	\$33,312
Approach Slabs	44.00	CY	393.45	\$7,274	\$0	\$0	\$5,180	\$4,119	\$739	\$0	\$17,312	B086560	\$23,945
Drilled Shafts	144.00	LF	108.45	\$2,784	\$0	\$0	\$3,919	\$4,208	\$4,706	\$0	\$15,617	B093040	\$18,667
Bent Drill Shaft Credit	48.00	LF	(177.83)	-\$33	\$0	\$0	-\$2,400	-\$103	-\$6,000	\$0	-\$8,536	B093060	-\$9,222
Abutment Concrete	26.00	CY	731.19	\$7,084	\$0	\$0	\$4,347	\$6,839	\$741	\$0	\$19,011	B093050	\$25,367
Bent Column Concrete	17.00	CY	(273.41)	-\$1,465	\$0	\$0	-\$2,330	-\$517	-\$336	\$0	-\$4,648	B093070	-\$6,166
Bent Cap Credit	15.00	CY	(386.87)	-\$1,982	\$0	\$0	-\$2,614	-\$751	-\$456	\$0	-\$5,803	B093180	-\$7,804
MSE Walls	1,393.00	SF	24.35	\$5,420	\$0	\$0	\$21,699	\$6,693	\$108	\$0	\$33,920	B096861	\$41,516
Permanent Traffic Rail	180.00	LF	26.48	\$437	\$0	\$0	\$3,840	\$489	\$0	\$0	\$4,766	B093130	\$5,692
Rip Rap Concrete	1,195.00	SF	3.52	\$1,415	\$0	\$0	\$1,805	\$984	\$0	\$0	\$4,204	B127570	\$5,607
Incidentals	1	LS	7,500.00	\$5,498	\$0	\$0	\$5,833	\$0	\$7,500	\$0	\$11,331	A011184	\$21,397
Construction QA	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	A021030	\$7,875
DESIGN & APPROVAL COSTS:													
Design - URS				\$6,000	\$6,000						\$6,000	A021505	\$14,700
Design QA - KBR				\$750	\$750						\$750	A021040	\$1,838
Direct Utility Costs				\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0
Permits/Fees				\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0
Traffic Control				\$6,750	\$6,750	\$0	\$55,452	\$57,900	\$11,565	\$0	\$166,526		\$166,526
SubTotal:				\$19,172	\$9,788	\$0	\$55,452	\$57,900	\$11,565	\$0	\$28,960		\$28,960
MARK-UPS:													
Labor Benefits/Overhead/Profit				\$13,508	\$16,538	\$0	\$8,318	\$0	\$578	\$0	\$22,404		\$22,404
OH & Profit				\$67,539	\$16,538	\$0	\$63,770	\$57,900	\$12,143	\$0	\$143,250		\$143,250
SubTotal:													
												Total:	\$217,890
												Bid:	\$0
												Total Change:	\$217,890

*Based on hourly work
**Based on unit cost and/or lump sum

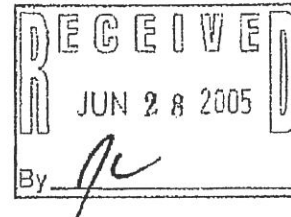
Exhibit CO.9.2
CTRMA Request for Change Order Letter



June 28, 2005

13640 Briarwick Drive
Suite 200
Austin, Texas 78729-1706
Phone: (512) 996-9778
Fax: (512) 996-9784
<http://www.ctrma.org>

Hill Country Constructors
12357-A Riata Trace Parkway Suite 300
Austin, TX 78727



Attn: Mr. Ralph Gleffe, P.E.
Project Manager

Reference: Request for Change Proposal

Dear Mr. Gleffe:

During the May 31, 2005 Aesthetics Workshop, a discussion was conducted regarding the alternatives available to enhance and improve the termination of the NB off ramp north of FM 1431. The CTRMA desires to consider this improvement as a potential change order to the 183 A CDA.

Please consider this letter a CTRMA Request for Change Proposal, in accordance with CDA Paragraph 14.2.1. Your timely reply and detailed proposal will be appreciated.

Sincerely,

Richard Ridings, P.E.
CDA Project Manager

Executive Director:
Mike Heiligenstein

Board of Directors:
Robert E. Tesch
Chairman

Lowell Lebermann
Vice-Chairman

Robert L. Bennett
Treasurer

Henry H. Gilmore

James H. Mills

David Singleton

Johanna Zmud, Ph.D.

cc: Loretta Schietinger, P.E.
Mike Snare, P.E.
Bubba Needham, P.E.
Everett Owen, P.E.
Ron Fagan
Curt Ashmos
Mike Heiligenstein

CDA.14.2.1
BILL MAHNER

Exhibit CO.9.3
HCC Construction Estimate

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 1
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ANL1431	NB FM 1431 OFF RAMP CO	1.000 LS	166,527.896	34,859	55,452	57,901	18,315	166,528
	2,083.3 MAN-HOURS			PERM MATL. JOB MATL.	44,130 11,323			
001	EXCAVATION AND EMBANKMENT	3,763.000 CY	7.128	2,509	890	23,423		26,822
	140.1 MAN-HOURS			PERM MATL. JOB MATL.	***** 890	***** 23,423	***** *****	***** *****

001A	375 & LEGALS 25,000'-35,000'	3,763.000 ECU	4.252	800		15,199		15,999
	5/10.0/1--- P - DAYS: 0.94		PROD. RATE: 400.00 ECU/HR	PERM MATL. JOB MATL.				

47.0 MAN-HOURS 80.000 ECU PER MAN-HOUR 0.012 MAN-HOURS PER ECU
 01 THIS IS INCREMENTAL TO THE ROADWAY EMBANKMENT ITEM
 02 LOAD TIME: 2 BUCKETS X 30 SEC/BUCKET = 1.0 MIN + .5 MIN NEXT TRUCK = 1.5 MIN/LOAD
 55 MIN/HR / 1.5 MIN/LOAD = 35 LOADS/HR X 13 CY/LOAD = 455 CY/HR

03 AVERAGE HAUL = 5.7 MILES

LOAD	2.0 MIN	SPEED	25 MPH
HADL	13.7 MIN	SPEED	25 MPH
DUMP	3.0 MIN		
RETURN	13.7 MIN	SPEED	25 MPH
WAIT	5.0 MIN		
TOTAL	37.4 MIN		

USE 55 MIN/HOUR
 1.5 LOADS/HOUR
 13.0 CY/LOAD
 19.1 CY/TRUCK HOUR

04 OPERATOR FOREMAN 2006	L	0.500	0.032	122				
05 FOREMAN'S PICKUP (HR)	E	0.500	0.009					35
06 GENERAL LABOR 2006	L	0.500	0.017	65				
07 EXCAVATOR OPERATOR 2006	L	1.000	0.046	172				
08 CAT 345 BACKHOE (1998)	E	1.000	0.354					1,331
09 SEMI END DUMP, 25T (OO)	E	21.000	3.413					12,841
10 BLADE OPERATOR 2006	L	1.000	0.048	181				

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

11	CAT 14H BLADE (2004)	E	1.000	0.201			757	
12	BLADE PRO LASER	E	1.000	0.063			235	
13	GENERAL LABOR 2006	L	2.000	0.069	260			
001B	OG PREP		732.000 SY	0.672	87		405	492

5/10.0/1---	P	DAYS: 0.12	PROD. RATE: 600.00 SY/HR	PERM MATL.				
4.3 MAN-HOURS								
01	OPERATOR FOREMAN 2006	L	1.000	0.043	32			
02	FOREMAN'S PICKUP (HR)	E	1.000	0.012	21			9
03	SCRAPER OPERATOR 2006	L	1.000	0.029	23			
04	CAT 623G SCRAPER (2002)	E	1.000	0.278	203			
05	ROLLER OPERATOR 2006	L	1.000	0.032	147			
06	CAT 825 G PACTOR (1990)	E	1.000	0.201	11			
07	SCRAPER OPERATOR 2006	L	0.500	0.014	46			
08	613 WATER WAGON - RENT	E	0.500	0.063				
001C	EMBANK 777'S & LEGALS		3,763.000 ECY	2.131	1,229		6,790	8,020

5/10.0/1---	P	DAYS: 1.51	PROD. RATE: 250.00 ECY/HR	PERM MATL.				
67.7 MAN-HOURS								
01	OPERATOR FOREMAN 2006	L	0.500	0.052	195			
02	FOREMAN'S PICKUP (HR)	E	0.500	0.015	208			55
03	GENERAL LABOR 2006	L	1.000	0.055	279			
04	DOZER OPERATOR 2006	L	1.000	0.074	286			
05	CAT D9R DOZER (1998)	E	1.000	0.677	2,548			
06	ROLLER OPERATOR 2006	L	1.000	0.076	1,815			
07	CAT 825 G PACTOR (1990)	E	1.000	0.482	261			
08	SCRAPER OPERATOR 2006	L	1.000	0.069				
09	631 WATER WAGON - RENT	E	1.000	0.630				

ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
001D	ROUGH/FINE GRADE SUBGRADE	460.000 SY	2.306	275				786
5/10.0/1---	P - DAYS: 0.31	PROD. RATE: 150.00 SY/HR						
	14.4 MAN-HOURS	31.915 SY PER MAN-HOUR	0.031 MAN-HOURS PER SY					
01	OPERATOR FOREMAN 2006	L 1.000	0.173	80				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.049					23
03	BLADE OPERATOR 2006	L 1.000	0.128	59				
04	CAT 14H BLADE (2004)	E 1.000	0.537					247
05	BLADE PRO LASER	E 1.000	0.167					77
06	GENERAL LABOR 2006	L 1.000	0.092	42				
07	FRONT END LOADER OPR 06	L 0.200	0.019	9				
08	CAT 938 G LOADER (1999)	E 0.200	0.057					26
09	SCRAPER OPERATOR 2006	L 0.500	0.058	27				
10	631 WATER WAGON - RENT	E 0.500	0.525					242
11	ROLLER OPERATOR 2006	L 1.000	0.127	58				
12	PNEU ROLLER CAT PS360	E 1.000	0.374					172
001E	CONTOUR GRADING	213.000 SY	1.275	90				181
5/10.0/1---	P - DAYS: 0.11	PROD. RATE: 200.00 SY/HR						
	5.0 MAN-HOURS	42.553 SY PER MAN-HOUR	0.023 MAN-HOURS PER SY					
01	OPERATOR FOREMAN 2006	L 1.000	0.130	28				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.037					8
03	GENERAL LABOR 2006	L 2.000	0.138	29				
04	BLADE OPERATOR 2006	L 0.500	0.048	10				
05	CAT 14H BLADE (2004)	E 0.500	0.201					43
06	BLADE PRO LASER	E 0.500	0.063					13
07	DOZER OPERATOR 2006	L 0.500	0.046	10				
08	CAT D4 XL (1998)	E 0.500	0.101					22
09	EXCAVATOR OPERATOR 2006	L 0.200	0.018	4				
10	JD 710 G BACKHOE (2005)	E 0.200	0.055					12
11	SCRAPER OPERATOR 2006	L 0.500	0.043	9				
12	631 WATER WAGON - RENT	E 0.500	0.394					84

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

001F SHOULDER PAVEMENT 178.000 LF 0.503 27 62 90
 5/10.0/1--- P - DAYS: 0.04 PROD. RATE: 500.00 LF/HR PERM MATL. JOB MATL.

1.6 MAN-HOURS
 01 OPERATOR FOREMAN 2006 L 0.500 0.026 5
 02 FOREMAN'S PICKUP (HR) E 0.500 0.007 1
 03 BLADE OPERATOR 2006 L 1.000 0.039 7
 04 CAT 14H BLADE (2004) E 1.000 0.161 29
 05 BLADE PRO LASER E 1.000 0.050 9
 06 EXCAVATOR OPERATOR 2006 L 0.500 0.018 3
 07 JD 710 G BACKHOE (2005) E 0.500 0.055 10
 08 LOWBOY DRIVER 2006 L 0.500 0.016 3
 09 613 WATER WAGON - RENT E 0.500 0.075 13
 10 GENERAL LABOR 2006 L 2.000 0.055 10

001G BUY WATER FROM CITY 178.000 MGAL 5.000 890 890

5/10.0/1--- D - DAYS: 222.00 PROD. RATE: 0.08 MGAL/HR PERM MATL. JOB MATL.

01 WATER - BLOCKHOUSE MUD P/ 178.000 MGAL 5.000 890
 002 MLF - 36" 460.000 ECU 12.114 504 150 2,991 1,928 5,573

27.1 MAN-HOURS PERM MATL. JOB MATL. 150 *****

002A STOCKPILE 777'S AND LEGALS 540.000 BCU 0.511 43 233 276

5/10.0/1--- P - DAYS: 0.14 PROD. RATE: 400.00 BCU/HR PERM MATL. JOB MATL.

2.0 MAN-HOURS
 01 OPERATOR FOREMAN 2006 L 0.500 0.032 18
 02 FOREMAN'S PICKUP (HR) E 0.500 0.009 5
 03 DOZER OPERATOR 2006 L 1.000 0.045 25
 04 CAT D9R DOZER (1998) E 1.000 0.423 229

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 5
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

002B	PROCESS ROCK	918.000 TN	2.100			1,928	1,928
01	1.7 TON PER CY						
02	CRUSH, SUB	918.000 TN	1.750			1,607	
03	SCREEN FLT. RENTAL	918.000 TN	0.350			321	

002C	980 & LEGALS FROM STOCKPILE	540.000 BCY	2.191	111		1,072	1,183
5/10.0/1---	P - DAYS: 0.27	PROD. RATE: 200.00 BCY/HR					

01 AVERAGE HAUL = 1.4 MILES
 6.8 MAN-HOURS 80.000 BCY PER MAN-HOUR 0.013 MAN-HOURS PER BCY

LOAD	1.0 MIN	SPEED	20 MPH
HAUL	4.2 MIN	SPEED	20 MPH
DUMP	3.0 MIN	SPEED	25 MPH
RETURN	3.4 MIN	SPEED	25 MPH
WAIT	5.0 MIN		
TOTAL	16.6 MIN		

USE 55 MIN/HOUR
 3.3 LOADS/HOUR
 12.0 CY/LOAD
 39.9 CY/TRUCK HOUR

02	OPERATOR FOREMAN 2006	L	0.500			35	
03	FOREMAN'S PICKUP (HR)	E	0.500				10
04	FRONT END LOADER OPR 06	L	1.000			39	
05	CAT 966 G LOADER (2004)	E	1.000				185
06	SEMI END DUMP, 25T (00)	E	5.000				878
07	GENERAL LABOR 2006	L	1.000			37	

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
002D	EMBANK SELECT	460.000 ECY	2.573	178			1,005	1,184
5/10.0/1--- D - DAYS: 0.27		PROD. RATE: 170.37 ECU/HR		JOB MATL.				
9.5 MAN-HOURS		48.677 ECU PER MAN-HOUR		0.021 MAN-HOURS PER ECU				
01	OPERATOR FOREMAN 2006	L 0.500	0.076	35				
02	FOREMAN'S PICKUP (HR)	E 0.500	0.022			10		
03	GENERAL LABOR 2006	L 0.500	0.041	19				
04	DOZER OPERATOR 2006	L 1.000	0.109	50				
05	CAT D9R DOZER (1998)	E 1.000	0.993			457		
06	ROLLER OPERATOR 2006	L 1.000	0.111	51				
07	CAT 825 G FACTOR (1990)	E 1.000	0.708			326		
08	SCRAPER OPERATOR 2006	L 0.500	0.051	23				
09	31 WATER WAGON - RENT	E 0.500	0.463			213		
002E	FINEGRADE/PRIME SELECT BASE	460.000 SY	2.178	172	150		680	1,002
5/10.0/1--- P - DAYS: 0.18		PROD. RATE: 250.00 SY/HR		JOB MATL.				

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
8.8 MAN-HOURS		52.083 SY PER MAN-HOUR		0.019 MAN-HOURS PER SY				
01	OPERATOR FOREMAN 2006	L 1.000	0.104	48				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.029			14		
03	BLADE OPERATOR 2006	L 1.000	0.077	35				
04	CAT 14H BLADE (2004)	E 1.000	0.322			148		
05	BLADE PRO LASER	E 1.000	0.100			46		
06	ROLLER OPERATOR 2006	L 1.000	0.076	35				
07	YNEU ROLLER CAT PS360	E 1.000	0.224			103		
08	FRONT END LOADER OPR 06	L 0.500	0.029	13				
09	CAT 938 G LOADER (1999)	E 0.500	0.085			39		
10	SCRAPER OPERATOR 2006	L 1.000	0.069	32				
11	531 WATER WAGON - RENT	E 1.000	0.630			290		
12	1R SP20 HAND ROLLER (O)	E 0.500	0.027			13		
13	ROLLER OPERATOR 2006	L 0.500	0.027			13		
14	ROAD OIL DISTRIBUTOR	B 0.300	0.078			27		
15	EMULSION	P 150.000 GAL	1.000		150			
***** ZERO COST RECORD! *****								

<PLUG>

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 7
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANE1431 NB FM 1431 OFF RAMP CO - CONTINUED...

003 8" CTE 460.000 SY 8.775 236 2,465 1,335 0 4,036

 13.1 MAN-HOURS
 FERM MATL. 2,465 *****
 JOB MATL. 2,465 *****

003A PRODUCE CTE 225.000 TON 12.562 62 2,370 395 2,827
 5/10.0/1--- P - DAYS: 0.11 PROD. RATE: 200.00 TON/HR FERM MATL. 2,370
 JOB MATL.

3.6 MAN-HOURS 62.500 TON PER MAN-HOUR 0.016 MAN-HOURS PER TON
 01 OPERATOR FOREMAN 2006 L 1.000 0.130 29
 02 FOREMAN'S PICKUP (HR) E 1.000 0.037 8
 03 GENERAL LABOR L 1.000 0.057 13
 04 FRONT END LOADER OPER 06 L 1.000 0.072 16
 05 CAT 966 G LOADER (2004) E 1.000 0.342 77
 06 SCRAPER OPERATOR 2006 L 0.200 0.017 4
 07 613 WATER WAGON - RENT E 0.200 0.075 17
 08 PUG MILL e/ 225.000 TN 1.000 225 68
 09 PUG FOG e/ 225.000 TN 0.300 68
 10 FLEX BASE, (TY D) (GR 2) (CL 4) P 225.000 TN 6.750 1,519
 11 CEMENT, BULK, TY 1 P 7.000 TN 120.000 840
 12 WATER-CITY OF CEDAR PARK P 4.000 MGAL 2.770 11

003B STOCKPILE AGGREGATE 225.000 TON 0.275 11 51 62
 5/10.0/1--- P - DAYS: 0.08 PROD. RATE: 300.00 TON/HR FERM MATL. 51
 JOB MATL.

0.8 MAN-HOURS
 01 FRONT END LOADER OPER 06 L 1.000 0.048 11
 02 CAT 966 G LOADER (2004) E 1.000 0.228 51

003C HAUL CTE 113.000 CY 3.869 437 437
 5/10.0/1--- P - DAYS: 0.67 PROD. RATE: 16.80 CY/HR FERM MATL. 437
 JOB MATL.

01 AVERAGE HAUL = 3.0 MILES

<PLUG>

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 8
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

LOAD 8.0 MIN
 HAUL 9.0 MIN SPEED 20 MPH
 DUMP 10.0 MIN
 RETURN 9.0 MIN SPEED 20 MPH
 WAIT 5.0 MIN
 TOTAL 41.0 MIN

USE 55 MIN/HOUR
 1.3 LOADS/HOUR
 12.5 CY/LOAD
 16.8 CY/TRUCK HOUR

02 SEMI END DUMP, 25T (OO) E 1.000 3.869 437
 003D DUMP/SPREAD/COMPACT/FINISH 225.000 TN 2.575 150 429 0 579

5/10.0/1--- P - DAYS: 0.11 PROD. RATE: 200.00 TN/HR

PERM MATL.
 JOB MATL.

7.9 MAN-HOURS 28.571 TN PER MAN-HOUR 0.035 MAN-HOURS PER TN
 01 OPERATOR FOREMAN 2006 L 1.000 0.130 29
 02 FOREMAN'S PICKUP (HR) E 1.000 0.037
 03 GENERAL LABOR 2006 L 1.000 0.069 16
 04 BLADE OPERATOR 2006 L 1.000 0.096 22
 05 CAT 140H BLADE (1998) E 1.000 0.287 65
 06 BLADE OPERATOR 2006 L 1.000 0.096 22
 07 CAT 14H BLADE (2004) E 1.000 0.402 91
 08 BLADE PRO LASER E 1.000 0.125 28
 09 ROLLER OPERATOR 2006 L 1.000 0.095 21
 10 HAMM 84" SGL PAD 15 TN - RENT E 1.000 0.399 90
 11 ROLLER OPERATOR 2006 L 1.000 0.095 21
 12 PNEU ROLLER CAT PS360 E 1.000 0.281 63
 13 SCRAPER OPERATOR 2006 L 1.000 0.087 20
 14 61.3 WATER WAGON - RENT E 1.000 0.376 85

ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

003E	CURE	460.000 SY	0.285	13	95	23	131
5/10.0/1--- P - DAYS: 0.05 PROD. RATE: 1,000.00 SY/HR PERM MATL. 95							
0.9 MAN-HOURS 500.000 SY PER MAN-HOUR 0.002 MAN-HOURS PER SY JOB MATL.							
01	ROAD OIL DISTRIBUTOR	B 1.000	0.065	7		23	
02	GENERAL LABOR 2006	L 1.000	0.014	6			
03	EMULSION	P 95.000 GAL	1.000		95		<PLUG>
004	ASPHALT PAVE	460.000 SY	3.174				1,460 1,460
***** PERM MATL. ***** PERM MATL. *****							

004A	AUSTIN PAVING	28.000 TN	52.150				1,460 1,460
***** PERM MATL. ***** PERM MATL. *****							



01 BOND BREAKER (TY D)

AREA	460 SY						
AC THICKNESS	1 IN						
YIELD	110 LB/SY/IN						
TONAGE	25 TONS						
02	ADD 10% WASTE						
03	ABR, TY D PAVING	s/ 28.000 TN	52.150				1,460
005	1.1" CONCRETE PAVEMENT	399.000 SY	68.199	5,178	12,668	8,190	1,175 27,212
***** PERM MATL. ***** PERM MATL. ***** PERM MATL. *****							

271.9 MAN-HOURS

005A	MATERIALS AND SUBS	399.000 SY	34.246				996 13,664
***** PERM MATL. ***** PERM MATL. *****							
01	CONC, 555 FLEX (PAV) FOB PLANT	P 128.000 CY	46.250				464 5,920
***** PERM MATL. ***** PERM MATL. *****							

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 10
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

02	HAND PAVING WASTE AT 108								
03	REINF STEEL, PAVING	P/							
04	FIGURED TO USE SINGLE MAT .5% WASTE								
05	REINF STEEL, #6X50 MULTI-PC TE	P	153.000	CWT	34.000	5,202			<PLUG>
06	CONC CURE COMPOUND, TY 2	P	138.000	EA	5.250	725			<PLUG>
07	EVAPORATION RETARDER	P	50.000	GAL	2.650	133			<PLUG>
08	REINF STEEL, CHAIR, 11" PAV	P	11.000	GAL	8.000	88			<PLUG>
09	SAW & SEAL, 11" CRCP	S/	450.000	EA	0.150	68			<PLUG>
10	REINF STEEL, PAV, INSTALL, W/O CH	S/	399.000	SY	0.500	200			
11	EXPANSION JOINT MAT'L, 1/2"	P	153.000	CWT	3.900	597			
12			100.000	SF	0.700	70			<PLUG>
13	HEADERS, WIRE & PINS	J/	399.000	SY	0.100	40			
14	MATURITY LOGGERS	J/	1.000	EA	25.000	25			
15	FORM ALLOWANCE	J/	399.000	SY	1.000	399			
16									
17	GRINDING SUB - ALLOW	S/	399.000	SY	0.250	100			
18	GRINDING/PROFILER SUB	S/	399.000	SY	0.250	100			

005B	UNLOAD, HANDLE REBAR		153.000	CWT	0.228	9	26		35
5/10.0/1---- P - DAYS: 0.06 PROD. RATE: 250.00 CWT/HR PERM MATL. JOB MATL.									
0.6 MAN-HOURS									
01	FRONT END LOADER OPR 06	L	1.000		0.058	9			
02	CAT 938 G LOADER (1999)	E	1.000		0.171		26		

005C	INSTALL MP FIBERS		138.000	EA	1.300			179	179
01 REINF STEEL, MULTI-PIECE FIBER S PERM MATL. JOB MATL.									

005D	BLOCKOUTS AT INLETS		2.000	EA	178.644	328			357
5/10.0/1---- P - DAYS: 0.40 PROD. RATE: 0.50 EA/HR PERM MATL. JOB MATL.									
20.0 MAN-HOURS 0.100 EA PER MAN-HOUR 10.000 MAN-HOURS PER EA									

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 11
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

01	CARPENTER 4-MAN 2006	L	1.000	58.784	118				
02	FOREMAN'S PICKUP (HR)	E	1.000	14.700					29
03	CARPENTER 2006	L	2.000	59.884	120				
04	GENERAL LABOR	L	2.000	45.276	91				

005E ZERO CLEARANCE AND HAND PAVING 128.000 CY 82.392 4,229 6,317 0 10,545

5/10.0/1--- P - DAYS: 1.28 PROD. RATE: 10.00 CY/HR PERM MATL.

216.3 MAN-HOURS 0.592 CY PER MAN-HOUR 1.690 MAN-HOURS PER CY JOB MATL.

01	CARPENTER 4-MAN 2006	L	1.000	2.939	376				
02	FOREMAN'S PICKUP (HR)	E	1.000	0.735					94
03	CONCRETE FINISHER 2006	L	6/11.0	11.365	1,455				
04	CONCRETE FINISHER PAV 2006	L	6/11.0	8.411	1,077				
05	GENERAL LABOR 2006	L	1.000	1.383	177				
06	GENERAL LABOR 2006	L	3.000	4.148	531				
07	CLARY SCREED OPER	L	6/11.0	1.858	238				
08	ALLEN SCREED	E	1.000	1.256					161
09	GOMACO 9500 (HR)	E	1.000	40.246					5,151
10	185 CFM COMPRESSOR, D	E	1.000	0.742					95
11	POWER BROOM OPER	L	1.000	1.305	167				
12	POWER BROOM - ROSCO RB48	E	1.000	2.290					293
13	LOWBOY DRIVER 2006	L	1.000	1.630	209				
14	WATER TRUCK - FREIGHTLINER	E	1.000	4.084					523

005F CLEANUP 128.000 CY 13.348 612 1,096 0 1,709

5/10.0/1--- D - DAYS: 0.50 PROD. RATE: 25.60 CY/HR PERM MATL.

35.0 MAN-HOURS 3.657 CY PER MAN-HOUR 0.273 MAN-HOURS PER CY JOB MATL.

01	OPERATOR FOREMAN 2006	L	1.000	1.014	130				
02	FOREMAN'S PICKUP (HR)	E	1.000	0.287					37
03	BLADE OPERATOR 2006	L	1.000	0.752	96				
04	CAT 14H BLADE (2004)	E	1.000	3.144					402
05	BLADE PRO LASER	E	1.000	0.977					125
06	FRONT END LOADER OPR 06	L	1.000	0.563	72				
07	CAT 938 G LOADER (1999)	E	1.000	1.568					214

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 12
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

08	CONCRETE FINISHER PAV 2006	L	2.000	1.306	167			
09	LOWBOY DRIVER 2006	L	1.000	0.637	82			
10	WATER TRUCK - FREIGHTLINER	E	1.000	1.595		204		
11	POWER BROOM OPER	L	1.000	0.510	65			
12	POWER BROOM - ROSCO RB48	E	1.000	0.895		114		
005G	WET HAUL		128.000 CY	5.634		721		721

PERM MATL.
 JOB MATL.

5/10.0/1--- P - DAYS: 1.80 PROD. RATE: 71.00 CY/HR

01 FIGURE PLANT LOCATION NORTH OF FM 1431.
 02 THIS IS AN AVERAGE HAUL OF 3.0 MILES

LOAD	8.0 MIN
HAUL	18.0 MIN
DUMP	6.0 MIN
RETURN	12.0 MIN
WASH OUT ETC.	10.0 MIN
TOTAL	54.0 MIN

USE 50 MIN/HOUR
 1.0 LOADS/HOUR
 7.0 CY/LOAD
 7.1 CY/TRUCK HOUR

03	10 WHEEL END DUMP, 13T (OO)	E	1.000	5.634		721		
006	APPROACH SLABS		1,080.000 SF	16.030	7,274	5,180	4,119	739

396.9 MAN-HOURS								

PERM MATL.
 JOB MATL.

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
006A	MATERIALS/SUB	44.000 CY	128.393		4,910		739	5,649
				PERM MATL.	4,828			
				JOB MATL.	83			
					2,448			
01	CONCRETE, CL S	P 49.000 CY	49.950					
02	10% WASTE ALLOWANCE ON CONC.							
03	EXPANSION JOINT AND SEALING, SUBSIDIARY TO CONC PAVING.							
04	EXPANSION JOINT MAT'L, 1.5"	P 200.000 SF	2.000		400			<PLUG>
05	REINF STEEL, STRUCTURES	P/ 55.000 CWT	36.000		1,980			
06	REINF STEEL, SUPPORT STEEL	J 55.000 CWT	1.500		83			<PLUG>
07	SAW & SEAL, 11" CRCP	S/ 120.000 SY	0.500				60	
08	REINF STEEL, STR, INSTALL	S/ 55.000 CWT	12.350				679	

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
006B	EXC/FINEGRADE SLEEPER SLAB	5.000 CY	36.916	73			112	185

5/10.0/1---	P - DAYS: 0.10	PROD. RATE: 5.00 CY/HR		PERM MATL.	JOB MATL.
4.5 MAN-HOURS					
01	OPERATOR FOREMAN 2006	L 1.111 CY PER MAN-HOUR	0.900 MAN-HOURS PER CY		
		L 0.500	2.597	13	
02	FOREMAN'S PICKUP (HR)	E 0.500	0.735		4
03	GENERAL LABOR 2006	L 1.000	2.765	14	
04	GENERAL LABOR 2006	L 2.000	5.531	28	
05	EXCAVATOR OPERATOR 2006	L 0.500	1.827	9	
06	CAT 325BACKHOE (1995)	E 0.500	8.142		41
07	EXCAVATOR OPERATOR 2006	L 0.500	1.827	9	
08	JD 710 G BACKHOE (2005)	E 0.500	5.492		27
09	10 WHEEL END DUMP, 13T (00)	E 1.000	8.000		40

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
006C	FORM/STRIP APPROACHES	1,080.000 SF	7.039	5,003	270		2,329	7,602

5/10.0/1---	P - DAYS: 4.32	PROD. RATE: 25.00 SF/HR		PERM MATL.	JOB MATL.
280.8 MAN-HOURS					
01	CARPENTER 4-MAN 2006	L 3.846 SF PER MAN-HOUR	0.260 MAN-HOURS PER SF		
		L 1.000	1.176	1,270	
02	FOREMAN'S PICKUP (HR)	E 1.000	0.294		318
03	CARPENTER 2006	L 3.000	1.797	1,940	
04	FORMSETTER 2006	L 2.000	1.222	1,320	

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 15
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

007A DRILLED SHAFT SUB 60.000 VF 70.000 4,200 4,200

PERM MATL.
 JOB MATL.

01 DRILLED SHAFT SUB WILL DRILL, FURNISH & PLACE CONCRETE AND TIE & PLACE PARTIAL REBAR CAGE.

02 CIDH FILE, 36" S 60.000 LF 70.000 4,200

007B FURNISH REINF STEEL 7,000.000 LB 0.366 2,564 2,564

PERM MATL.
 JOB MATL.

01 INCLUDE HERE REBAR TO TOP DRILLED PORTION + ADDITIONAL SPLICE

02 REINF STEEL, DRILLED SHAFTS P/ 70.000 CWT 36.000

03 REINF STEEL, SUPPORT STEEL J 29.000 CWT 1.500 44

007C SPOIL REMOVAL & SUPPORT 16.000 CY 19.424 46 265 311

PERM MATL.
 JOB MATL.

5/10.0/1--- P - DAYS: 0.32 PROD. RATE: 5.00 CY/HR

3.2 MAN-HOURS 5.000 CY PER MAN-HOUR 0.200 MAN-HOURS PER CY

01 HAUL SPOIL TO REQUIRED FILL

02 FRONT END LOADER OPR 06 L 1.000 2.882 46

03 CAT 938 G LOADER (1999) E 1.000 8.542 137

04 10 WHEEL END DUMP, 13T (00) E 1.000 8.000 128

007D FORM ABOVE EXISTING GRD 791.000 SF 5.543 1,469 259 2,150 4,385

PERM MATL.
 JOB MATL.

5/10.0/1--- T - DAYS: 1.32 PROD. RATE: 60.00 SF/HR

79.1 MAN-HOURS 10.000 SF PER MAN-HOUR 0.100 MAN-HOURS PER SF

WORK DESCRIPTION

: 01 SET AND STRIP 36" ROUND COLUMNS QUANTITY PROD. RATE PER HOURS

: 791.000 SF 15.000 MHR 13.18

: DETAIL TOTALS 791.000 13.18 HOURS PER 4.0 MEMBER CREW

JTRM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

02	CARPENTER 4-MAN 2006	L	1.000	0.490	387				
03	FOREMAN'S PICKUP (HR)	E	1.000	0.122					97
04	CARPENTER 2006	L	3.000	0.749	592				
05	FORMSETTER 2006	L	1.000	0.255	201				
06	HYDROCRANE OPER 2006	L	1.000	0.365	288				
07	HYDROCRANE GROVE RT865	E	1.000	2.595				2,053	
08	FORM HARDWARE	J	791.000 SF	0.250		198			
09	REINF STEEL, SUPPORT STEEL	J	41.000 CWT	1.500		62			
10	REINF STEEL, STR, INSTALL	S/	41.000 CWT	12.350				506	

007E PLACE CONC ABOVE EXIST GRD
 5/10.0/1--- P - DAYS: 1.10 PROD. RATE: 2.00 CY/HR PERM MATL. 1,269 1,097 1,794 4,159
 66.0 MAN-HOURS 0.333 CY PER MAN-HOUR 3.000 MAN-HOURS PER CY JOB MATL. 1,097

01	CARPENTER 4-MAN 2006	L	1.000	14.696	323				
02	FOREMAN'S PICKUP (HR)	E	1.000	3.675					81
03	GENERAL LABOR 2006	L	2.000	13.827	304				
04	GENERAL LABOR 2006	L	1.000	6.913	152				
05	CONCRETE FINISHER 2006	L	1.000	11.297	249				
06	HYDROCRANE OPER 2006	L	1.000	10.939	241				
07	HYDROCRANE GROVE RT865	E	1.000	77.850				1,713	
08									
09	CONCRETE, CL C	F	22.000 CY	47.750		1,051			
10	CONC CURE COMPOUND, TY 1	P	14.000 GAL	3.300		46			

008 CREDIT FOR 48" DRILL SHAFTS

 0.7 MAN-HOURS

 CREDIT FOR 48" DRILL SHAFTS 48.000 LF -177.850 -33 -2,400 -103 -6,000 -8,537

 PERM MATL. -2,304
 JOB MATL. -96

008A	CREDIT FOR 48" SHAFT		48.000 LF	-125.000					
5/10.0/1--- P - DAYS: 2.40	PROD. RATE: 2.00 LF/HR							-6,000	-6,000

01 FIGURE 2 BENT COLUMNS WOULD HAVE BEEN NEEDED IF THE EXTENTION OF ABUT 1 DID NOT OCCUR.

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

2 SHAFTS X 24 LF / SHAFT = 48 LF OF 48" DRILL SHAFTS
 02 48" DRILL SHAFT s/ 48.000 LF -125.000 -6,000
 008B SPOIL REMOVAL & SUPPORT 22.000 CY -6.217 -33 -103 -137
 5/10.0/1--- P - DAYS: 0.15 PROD. RATE: 15.00 CY/HR PERM MATL. JOB MATL.

0.7 MAN-HOURS
 01 HAUL SPOIL TO REQUIRED FILL E 0.500 1.424 31
 02 CAT 938 G LOADER (1999) L 0.500 0.480 11
 03 FRONT END LOADER OPR 06 E 0.500 1.333 29
 04 10 WHEEL END DUMP, 13T (00) L/ 2.000 EA -22.000 -44
 05 LABOR CREDIT FOR 48" DS e/ 2.000 EA -82.000 -164
 06 EQUIP CREDIT FOR 48" DS

008C CREDIT FOR 48" DS REINF STEEL 6,411.000 LB -0.374 -2,400 -2,400
 PERM MATL. JOB MATL.

01 INCLUDE HERE REBAR TO TOP DRILLED PORTION + ADDITIONAL SPLICE
 02 R S, DRILLED SHAFTS 48" CREDIT P/ 64.000 CWT -36.000
 03 REINF STEEL, SUPPORT STEEL j/ 64.000 CWT -1.500 -96

009 ABUTMENT CONCRETE 26.000 CY 731.194 4,347 6,839 741 19,011
 ***** PERM MATL. *****
 PERM MATL. JOB MATL.

009A BUY MATERIALS 26.000 CY 180,798 3,960 741 4,701
 PERM MATL. JOB MATL.

01 BUY ADDITIONAL 8% WASTE P 29.000 CY 47,750 1,385
 02 CONCRETE, CL C P 10.000 GAL 3,300 33
 03 CONC CURE COMPOUND, TY 1 P/ 60.000 CWT 36.000 2,160
 04 REINF STEEL, STRUCTURES

<PLUG>

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ANL1431	NB EM 1431 OFF RAMP CO							
- CONTINUED...								
05	REINF STEEL, SUPPORT STEEL	J	60.000 CWT	1.500	90			<PLUG>
06	REINF STEEL, STR, INSTALL	S/	60.000 CWT	12.350			741	
07	EXPANSION JOINT MAT'L, 1"	P	50.000 SF	1.400	70			<PLUG>
08	FILTER FABRIC FOR EROSION CTRL	P	40.000 SY	0.300	12			<PLUG>
09	AGGREGATE DRAIN	P	20.000 TN	10.500	210			

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
009B	FINE GRADE		176.000 SF	3.352	371		219	590
5/10.0/1--- P - DAYS: 0.35 PROD. RATE: 50.00 SF/HR								
21.1 MAN-HOURS 8.333 SF PER MAN-HOUR 0.120 MAN-HOURS PER SF								
01	LABORER FOREMAN 2006	L	1.000	0.519	91			
02	FOREMAN'S PICKUP (HR)	E	1.000	0.147			26	
03	GENERAL LABOR 2006	L	2.000	0.553	97			
04	CONCRETE FINISHER PAV 2006	L	2.000	0.669	118			
05	EXCAVATOR OPERATOR 2006	L	1.000	0.365	64			
06	JD 710 G BACKHOE (2005)	E	1.000	1.098			193	
009C	E&S FORMS		774.000 SF	12.254	271		5,184	9,484
5/10.0/1--- T - DAYS: 3.18 PROD. RATE: 24.34 SF/HR								

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
222.6 MAN-HOURS 3.478 SF PER MAN-HOUR 0.288 MAN-HOURS PER SF								
WORK DESCRIPTION								
01	FOOTER FORMS		270.000 SF	3.000	15.00			
02	BACKWALL FORMS		504.000 SF	5.000	16.80			
DETAIL TOTALS								
02	CARPENTER 4-MAN 2006	L	1.000	1.207	934			
03	FOREMAN'S PICKUP (HR)	E	1.000	0.302			234	
04	CARPENTER 2006	L	3.000	1.845	1,428			
05	FORMSETTER 2006	L	2.000	1.255	972			
06	HYDROCRANE OPER 2006	L	1.000	0.899	696			
07	HYDROCRANE GROVE RT865	E	1.000	6.396			4,950	
08	FORM HARDWARE	J	774.000 SF	0.350	271			<PLUG>
31.79 HOURS PER 6.0 MEMBER CREW								

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO -- CONTINUED...

009D	PLACE CONCRETE	26.000	CY	67.121	803	942	1,745
5/10.0/1--- P - DAYS: 0.58 PROD. RATE: 4.50 CY/HR							
40.4 MAN-HOURS 0.643 CY PER MAN-HOUR 1.556 MAN-HOURS PER CY							
01	CARPENTER 4-MAN 2006	L	1.000	6.532	170		
02	FOREMAN'S PICKUP (HR)	E	1.000	1.633		42	
03	CONCRETE FINISHER PAV 2006	L	3.000	11.147	290		
04	CARPENTER 2006	L	1.000	3.327	86		
05	CONCRETE FINISHER 2006	L	1.000	5.021	131		
06	HYDROCRANE OPER 2006	L	1.000	4.862	126		
07	HYDROCRANE GROVE RT865	E	1.000	34.600		900	
009E	CURE CONCRETE	774.000	SF	0.426	233	77	330

5/10.0/1--- P - DAYS: 0.26 PROD. RATE: 300.00 SF/HR							
12.9 MAN-HOURS 60.000 SF PER MAN-HOUR 0.017 MAN-HOURS PER SF							
01	CARPENTER 4-MAN 2006	L	1.000	0.098	76		
02	FOREMAN'S PICKUP (HR)	E	1.000	0.024		19	
03	GENERAL LABOR 2006	L	2.000	0.092	71		
04	CONCRETE FINISHER PAV 2006	L	2.000	0.111	86		
05	CURE MTRL	j/	774.000	0.100		77	
009F	POINT AND PATCH	774.000	SF	1.689	1,154	39	1,307

5/10.0/1--- P - DAYS: 1.55 PROD. RATE: 50.00 SF/HR							
46.4 MAN-HOURS 16.667 SF PER MAN-HOUR 0.060 MAN-HOURS PER SF							
01	CARPENTER 4-MAN 2006	L	1.000	0.588	455		
02	FOREMAN'S PICKUP (HR)	E	1.000	0.147		114	
03	CONCRETE FINISHER 2006	L	2.000	0.904	700		
04	POINT & PATCH MTRL	j/	774.000	0.050		39	

ANB1431 NB EM 1431 OFF RAMP CO - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
009G	BACKFILL BY HAND	85.000 CY	10.047	493				854
5/10.0/1---	P - DAYS: 0.57	PROD. RATE: 15.00 CY/HR						
	28.3 MAN-HOURS	3.000 CY PER MAN-HOUR	0.333 MAN-HOURS PER CY					
01	LABORER FOREMAN 2006	L 1.000	1.731	147				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.490			42		
03	GENERAL LABOR 2006	L 2.000	1.844	157				
04	IR SP20 HAND ROLLER(O)	E 1.000	0.909			77		
05	ROLLER OPERATOR 2006	L 1.000	1.266	108				
06	CAT 938 G LOADER (1999)	E 1.000	2.847			242		
07	FRONT END LOADER OPR 06	L 1.000	0.961	82				
010	COLUMN CREDIT	17.000 CY	-273.420	-1,465	-2,330	-517	-336	-4,648
*****	*****	*****	*****	*****	*****	*****	*****	*****
		PERM MATL.						
		JOB MATL.						
010A	CREDIT	17.000 CY	-273.420	-1,465	-2,330	-517	-336	-4,648
*****	*****	*****	*****	*****	*****	*****	*****	*****
		PERM MATL.						
		JOB MATL.						
01	LABOR CREDIT	L/ 17.000 CY	-86.180	-1,465				
02	PERM MATERIAL CREDIT	P/ 17.000 CY	-123.080					
03	JOB MATERIAL CREDIT	J/ 17.000 CY	-13.980					
04	EQUIPMENT CREDIT	E/ 17.000 CY	-30.400					
05	SUB CREDIT	S/ 17.000 CY	-19.780					
011	CAP CREDIT	15.000 CY	-386.860	-1,982	-2,614	-751	-456	-5,803
*****	*****	*****	*****	*****	*****	*****	*****	*****
		PERM MATL.						
		JOB MATL.						
011A	CREDIT	15.000 CY	-386.860	-1,982	-2,614	-751	-456	-5,803
*****	*****	*****	*****	*****	*****	*****	*****	*****
		PERM MATL.						
		JOB MATL.						

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

01 LABOR CREDIT 1/ 15.000 CY -132.150
 02 PERM MATERIAL CREDIT P/ 15.000 CY -161.770
 03 JOB MATERIAL CREDIT J/ 15.000 CY -12.500
 04 EQUIPMENT CREDIT e/ 15.000 CY -50.040
 05 SUB CREDIT s/ 15.000 CY -30.400

012 MSE WALL 1,393.000 SF 24.351 5,420 21,699 6,693 33,921

 312.8 MAN-HOURS PERM MATL. 21,699 *****
 JOB MATL. 21,699 *****

012A BUY MATERIALS 1,393.000 SF 15.261 21,259 21,259

 PERM MATL. 21,259
 JOB MATL.

01 MSE WALL PANELS-PLAIN P 1,393.000 SF 8.500 11,841
 02 TYPE 'A' MSE WALL BKFILL (AGG) P 790.000 TN 8.750 6,913
 03 CONCRETE, CL A P 3.000 CY 46.000 138
 04 MSE WALL COPING W/O SSTR P 74.000 LF 32.000 2,368

012B FINEGRADE, PLACE LEVELING PAD 74.000 LF 9.474 604 97 701
 5/10.0/1--- T - DAYS: 0.53 PROD. RATE: 14.00 LF/HR PERM MATL.
 JOB MATL.

29.6 MAN-HOURS 2.500 LF PER MAN-HOUR 0.400 MAN-HOURS PER LF
 WORK DESCRIPTION QUANTITY PROD. RATE PER HOURS
 : 01 EXCAVATE/FINEGRADE 74.000 LF 5.000 2.20
 : 02 FORM 74.000 LF 6.000 2.20
 : 03 PLACE/FINISH/CURE 2.000 CY 0.400 0.89
 : DETAIL TOTALS 150.000 5.28 HOURS PER 5.6 MEMBER CREW

02 CARPENTER 4-MAN 2006 L 1.000 2.099 155
 03 FOREMAN'S PICKUP (HR) E 1.000 0.525 39
 04 CONCRETE FINISHER 2006 L 2.000 3.227 239
 05 FORMSETTER 2006 L 2.000 2.182 161

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...								
06	GENERAL LABOR 2006	L 0.200	0.197	15				
07	GENERAL LABOR 2006	L 0.200	0.197	15				
08	EXCAVATOR OPERATOR 2006	L 0.200	0.261	19				
09	JD 710 G BACKHOE (2005)	E 0.200	0.784				58	
012C	ERECT WALL PANELS	1,393.000 SF	4.049	2,396			3,245	5,641
5/10.0/1--- P - DAYS: 1.99 PROD. RATE: 70.00 SF/HR PERM MATL.								
139.3 MAN-HOURS 10.000 SF PER MAN-HOUR 0.100 MAN-HOURS PER SF JOB MATL.								
01	CARPENTER 4-MAN 2006	L 1.000	0.420	585				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.105					
03	GENERAL LABOR 2006	L 2.000	0.395	550				146
04	GENERAL LABOR 2006	L 3.000	0.593	825				
05	HYDROCRANE OPER 2006	L 1.000	0.313	435				
06	HYDROCRANE GROVE RT865	E 1.000	2.224					3,098
012D	REINFORCED BACKFILL	439.000 CY	9.126	1,458			2,548	4,006
5/10.0/1--- P - DAYS: 1.76 PROD. RATE: 25.00 CY/HR PERM MATL.								
91.3 MAN-HOURS 4.808 CY PER MAN-HOUR 0.208 MAN-HOURS PER CY JOB MATL.								
01	DOZER OPERATOR 2006	L 1.000	0.741	325				
02	CAT D4 XL (1998)	E 1.000	1.619					711
03	FRONT END LOADER OPR 06	L 1.000	0.576	253				
04	CAT 938 G LOADER (1999)	E 1.000	1.708					750
05	DYNPAC PNEUMATIC 2.5 TN	E 1.000	1.874					823
06	ROLLER OPERATOR 2006	L 1.000	0.759	333				
07	GENERAL LABOR 2006	L 2.000	1.106	486				
08	SCRAPER OPERATOR 2006	L 0.200	0.139	61				
09	613 WATER WAGON - RENT	E 0.200	0.602					264
012E	BRILL WALL FRONT TO GRADE	74.000 LF	2.589	90			102	192
5/10.0/1--- P - DAYS: 0.10 PROD. RATE: 75.00 LF/HR PERM MATL.								
5.0 MAN-HOURS 14.706 LF PER MAN-HOUR 0.068 MAN-HOURS PER LF JOB MATL.								

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...								
01	OPERATOR FOREMAN 2006	L 1.000	0.345	26				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.098					7
03	FRONT END LOADER OPR 06	L 0.500	0.096	7				
04	CAT 938 G LOADER (1999)	E 0.500	0.285					21
05	DOZER OPERATOR 2006	L 0.500	0.124	9				
06	CAT D4 XL (1998)	E 0.500	0.270					20
07	GENERAL LABOR 2006	L 2.000	0.369	27				
08	DYNPAC ENUEMATIC 2.5 TN	E 1.000	0.625					46
09	ROLLER OPERATOR 2006	L 1.000	0.253	19				
10	SCRAPER OPERATOR 2006	L 0.100	0.023	2				
11	613 WATER WAGON - RENT	E 0.100	0.100					7
012F	FORM, PLACE LEVELUP CONC	74.000 LF	5.085	352				25

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
5/10.0/1---- P - DAYS: 0.34 PROD. RATE: 22.00 LF/HR PERM MATL. JOB MATL.								
	1.6.8 MAN-HOURS	4.400 LF PER MAN-HOUR	0.227 MAN-HOURS PER LF					
01	CARPENTER 4-MAN 2006	L 1.000	1.336	99				
02	FOREMAN'S PICKUP (HR)	E 1.000	0.334					25
03	CARPENTER 2006	L 2.000	1.361	101				
04	CONCRETE FINISHER 2006	L 2.000	2.054	152				
012G	SET COPING, HALF CONNECTOR	74.000 LF	10.694	309				483

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
5/10.0/1---- P - DAYS: 0.30 PROD. RATE: 25.00 LF/HR PERM MATL. JOB MATL.								
	17.8 MAN-HOURS	4.167 LF PER MAN-HOUR	0.240 MAN-HOURS PER LF					
01	COPING WILL NOT INCLUDE RAIL. COPING WILL INCLUDE REBAR TO TIE INTO RAIL, CONCRETE PAVEMENT AND MOMENT SLABS							
02	OPERATOR FOREMAN 2006	L 1.000	1.039	77				
03	FOREMAN'S PICKUP (HR)	E 1.000	0.294					22
04	CARPENTER 2006	L 1.000	0.599	44				
05	GENERAL LABOR 2006	L 3.000	1.659	123				
06	HYDROCRANE OPER 2006	L 1.000	0.875	65				
07	HYDROCRANE GROVE RT865	E 1.000	6.228					461

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

012H	UNDERDRAIN MATERIALS	74.000 LF	5.946		440		440
	01 PVC UNDERDRAIN, 6" PERF	80.000 LF	2.000				<PLUG>
	02 PVC UNDERDRAIN, 6" NONPERF	50.000 LF	2.000				<PLUG>
	03 AGGREGATE FILTER MATERIAL	25.000 TN	6.000				<PLUG>
	04 GEO FABRIC, EDGE DRAIN	100.000 SY	0.300				<PLUG>

012I	INSTALL UNDERDRAIN	74.000 LF	6.948	212		194	108	514
	5/10.0/1--- P - DAYS: 0.19	PROD. RATE: 40.00 LF/HR						

	12.9 MAN-HOURS	5.714 LF PER MAN-HOUR	0.175 MAN-HOURS PER LF					
01	OPERATOR FOREMAN 2006	L	1.000	48				
02	FOREMAN'S PICKUP (HR)	E	1.000	34				
03	EXCAVATOR OPERATOR 2006	L	1.000	27				
04	JD 710 G BACKHOE (2005)	E	1.000	51				
05	FRONT END LOADER OPR 06	L	1.000	52				
06	CAT 938 G LOADER (1999)	E	1.000					
07	GENERAL LABOR 2006	L	2.000					
08	PIPE LAYER 2006	L	2.000					
09	ROCK TRENCH EXC-MISC	S	12.000 CY					

013	PERM TRAFFIC RAIL AND ATTENDANT	180.000 LF	26.480	437	3,840	489		4,766
	*****	*****	*****	*****	*****	*****	*****	*****
	26.0 MAN-HOURS				3,840			

013A	MATERIAL	180.000 LF	21.333		3,840			3,840
	01 PORT PRECAST TRAFF BARRIER	J	180.000 LF					
	02 BARRIER REFLECTOR-TYPE C	j/	20.000 EA					

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

013B UNLOAD & SET PCYB 180.000 LF 4.993 410 489 899
 5/10.0/1--- P - DAYS: 0.30 PROD. RATE: 60.00 LF/HR PERM MATL.

24.0 MAN-HOURS 7.500 LF PER MAN-HOUR 0.133 MAN-HOURS PER LF JOB MATL.
 01 CARPENTER 4-MAN 2006 L 1.000 0.490 88
 02 FOREMAN'S PICKUP (HR) E 1.000 0.122
 03 GENERAL LABOR 2006 L 3.000 0.691 124
 04 CARPENTER 2006 L 2.000 0.499 90
 05 HYDROCRANE OPER 2006 L 1.000 0.365 66
 06 HYDROCRANE GROVE RMB65 E 1.000 2.595
 07 GENERAL LABOR 2006 L 1.000 0.230 41

013C INSTALL REFLECTORS 20.000 EA 1.383 28
 5/10.0/1--- P - DAYS: 0.10 PROD. RATE: 20.00 EA/HR PERM MATL.

2.0 MAN-HOURS 10.000 EA PER MAN-HOUR 0.100 MAN-HOURS PER EA JOB MATL.
 01 GENERAL LABOR 2006 L 2.000 1.383 28

014 RIPRAP 1,195.000 SF 3.519 1,415 984 4,205

 PERM MATL. *****
 JOB MATL. 1,230 575

014A COMMENTS/MATERIALS 1,195.000 SF 1.511 1,805 1,805
 PERM MATL. 1,230 575
 JOB MATL. 974 234 575 23

01 20% YIELD LOSS
 02 CONCRETE, CI B P 22.000 CY 44.250
 03 10% WASTE ON MESH P 1,375.000 SF 0.170
 04 WELDED WIRE FABRIC, 2.9X2.9 P 1.000 MBF 575.000
 05 LUMBER J 7.000 GAL 3.300
 06 CONC CORE COMPOUND, TY 1 P

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANB1431 NB FM 1431 OFF RAMP CO - CONTINUED...

014B FINEGRADE/EXC KEYWAY 1,195.000 SF 0.829 518 473 991
 5/10.0/1--- P - DAYS: 0.48 PROD. RATE: 250.00 SF/HR

29.6 MAN-HOURS 40.323 SF PER MAN-HOUR 0.025 MAN-HOURS PER SF

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
01	OPERATOR FOREMAN 2006	L 1.000	0.104	124				124
02	FOREMAN'S PICKUP (HR)	E 1.000	0.029					35
03	DOZER OPERATOR 2006	L 0.400	0.030	35				77
04	CAT D4 XL (1998)	E 0.400	0.065					156
05	EXCAVATOR OPERATOR 2006	L 0.400	0.029	35				77
06	CAT 325BACRHOE (1995)	E 0.400	0.130					156
07	BLADE OPERATOR 2006	L 0.200	0.015	18				77
08	CAT 14H BLADE (2004)	E 0.200	0.064					24
09	BLADE PRO LASER	E 0.200	0.020					65
10	IR SP20 HAND ROLLER(O)	E 1.000	0.055					91
11	ROLLER OPERATOR 2006	L 1.000	0.076					132
12	GENERAL LABOR 2006	L 2.000	0.111	91				66
13	GENERAL LABOR 2006	L 1.000	0.055	66				16
14	LOWBOY DRIVER 2006	L 0.200	0.013					39
15	WATER TRUCK - FREIGHTLINER	E 0.200	0.033					511

014C FORM POUR STRIP/SLPRAP 18,000 CY 78.265 898 511 1,409
 5/10.0/1--- P - DAYS: 0.60 PROD. RATE: 3.00 CY/HR

45.0 MAN-HOURS 0.400 CY PER MAN-HOUR 2.500 MAN-HOURS PER CY

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
01	CARPENTER 4-MAN 2006	L 1.000	9.797	176				176
02	FOREMAN'S PICKUP (HR)	E 1.000	2.450					44
03	CONCRETE FINISHER 2006	L 3.000	22.594	407				407
04	GENERAL LABOR 2006	L 3.000	13.827	249				249
05	HYDROCRANE OPER 2006	L 0.500	3.646	66				66
06	HYDROCRANE GROVE RT865	E 0.500	25.950					467

015 ADJUSTMENTS 1,000 LS 25,580.120 5,498 5,833 14,250 25,580

300.0 MAN-HOURS PERM MATL. 5,833 5,833 14,250 25,580

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 27
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ANE1431 NB FM 1431 OFF RAMP CO -- CONTINUED...

015A SURVEY PERSONNEL 0.250 MO 22,990.400 5,498 250 5,748
 5/10.0/1--- D - DAYS: 5.00

300.0 MAN-HOURS 0.001 MO PER MAN-HOUR 1,200.000 MAN-HOURS PER MO
 01 SURVEY CHIEF G 0.250 MO 5,200.000 1,300 250
 02 INSTRUMENT MAN L 3.000 9,998.999 2,500
 03 CHAINMAN L 3.000 6,791.400 1,698
 04 *SURV-SURVEY SUPPLIES j/ 0.250 MO 1,000.000 250
 015B SAFETY AND SMALL TOOLS 2,083.000 MHR 2.680 5,583
 PERM MATL. 5,583
 JOB MATL. 83

01 *SAFETY-FIRST AID SUPPLIES j/ 2,083.000 MHR 0.040 83
 02 *SAFETY-PROTECTIVE CLOTHING j/ 2,083.000 MHR 0.070 146
 03 *SAFETY-SAFETY AWARDS j/ 2,083.000 MHR 0.080 167
 04 SAFETY SUPPLIES j/ 1.000 EA 500.000 500
 05 *TOOL-SMALL TOOLS HAND j/ 2,083.000 MHR 0.750 1,562
 06 EMPLOYEE TRAINING j/ 2,083.000 MHR 1.500 3,125

015C CONSTRUCTION QA 1.000 LS 7,500.000 7,500 7,500
 PERM MATL. 7,500
 JOB MATL. 7,500

01 RODRIGUEZ QA s/ 1.000 LS 7,500.000 7,500
 02 AT BID TIME RODRIGUEZ QA TESTING WAS FIGURED TO BE 4.37% OF THE DIRECT CONSTRUCTION DOLLARS.
 015D DESIGN COST 1.000 LS 6,750.000 6,750 6,750
 PERM MATL. 6,750
 JOB MATL. 6,000

01 URS s/ 1.000 LS 6,000.000 6,000
 02 AT BID TIME URS PROFESSIONAL SERVICE FEES WERE 3.43% OF THE TOTAL DIRECT CONSTRUCTION DOLLARS.
 THIS EXCLUDES 2.92 MULTIPLIER
 03 KBR s/ 1.000 LS 750.000 750

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 28
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/21/06
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 13:35

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ANB1431	NE FM 1431 OFF RAMP CO							

04 KBR PROFESSIONAL SERVICES WAS FIGURED TO BE 0.43% OF THE TOTAL DIRECT CONSTRUCTION AMOUNT
 THIS EXCLUDES KBR'S MULTIPLIER OF 2.92

- CONTINUED...

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

RESOLUTION NO. 06-53

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, in accordance with its Policies and Procedures Governing the Procurement of Goods and Services the CTRMA solicited proposals for the development of 183-A through a CDA; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors ("HCC") as the Developer for 183-A; and

WHEREAS, the CTRMA and HCC entered into a CDA effective November 29, 2004 for the development of the 183-A Turnpike Project; and

WHEREAS, in Resolution No. 05-36, dated April 27, 2005, the Board of Directors approved entering into a Toll Systems Implementation and Maintenance Agreement ("Toll Systems Agreement") with Caseta Technologies ("Caseta");

WHEREAS, in Resolution No. 05-37, dated April 27, 2005, the Board of Directors approved an amendment to the CDA to reflect the assumption by Caseta of certain obligations regarding the design and construction of the toll collection system that were initially included in the CDA; and

WHEREAS, the Toll Systems Agreement includes a process for the consideration and development of potential change orders for aspects or portions of the work performed under the Toll Systems Agreement which might warrant adjustment to the Contract Price or Contract Time as defined thereunder; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA, certain otherwise undiscovered matters affecting the 183-A Project, and other items more fully set forth in the Toll Systems Agreement; and

WHEREAS, the Toll Systems Agreement provides that all change orders be formally agreed to by the CTRMA and Caseta and, pursuant to Resolution No. 05-46, change orders in excess of \$50,000.00 must be approved by the Board; and


WHEREAS, the CTRMA, the General Engineering Consultant, and Caseta have determined that changes in work related to the security system for the electronic toll collection system requires the issuance of Caseta Change Order No. 8, attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Caseta Change Order No. 8 in the form, or substantially the same form, as set forth in Attachment "A"; and

BE IT FURTHER RESOLVED, that Caseta Change Order No. 8 shall be made an amendment to the Toll Systems Agreement as of the date that Caseta Change Order No. 8 is fully executed by the CTRMA and Caseta.

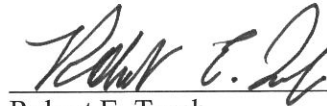
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-53
Date Passed 09/27/06



Central Texas Regional
Mobility Authority

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 8

- CONTRACTOR: Caseta Technologies, Inc.
- Change Order Work Limits: Sta. _____ to Sta. _____
- Type of Change (on federal-aid non-exempt projects): _____
- Reasons: 3L, 3F (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

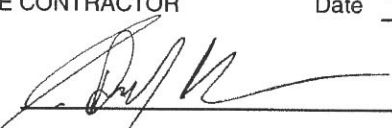
Add surveillance cameras and monitors to the inside the manual booths - CCTV cameras will be added to the inside of all manual lane booths. They shall be placed so that they capture a view of the customer at the payment location. Flat panel monitors shall be installed in each manual lane booth in the customer's line-of-sight as they look into the booth. The monitor shall be placed so that the toll service attendant will not normally block the customer's view of the monitor. The monitors shall be large enough so that the customer can clearly see that they are being recorded. Because of the size of the booths and the potential for a greater distance between the customer and the monitor at Brushy Creek, those booths may require a larger monitor.

NOTE: This change and modification of Toll Booth Cameras and the addition of the Central Office at 301 Congress has required a security system design change. This design will allow for a integrated system for the FOB as well as 301 Congress.

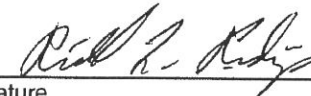
CCSJ:	_____
Project:	<u>183A Turnpike</u>
Highway:	<u>183A Turnpike</u>
County:	<u>Travis, Williamson</u>
District:	<u>Austin</u>
Contract Number:	_____
Fed. Aid Exempt:	<input type="checkbox"/>
Fed. Aid Non Exempt:	<input type="checkbox"/>

6. New or revised plan sheet(s) & sketch(es) are attached and numbered:

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>9/21/06</u></p> <p>By  _____</p> <p>Typed/Printed Name <u>J. Darby Swank</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p>The following information must be provided</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>\$178,590.37</u></p> <hr/> <p>For CTRMA use only:</p> <p>Original Contract Amount: <u>\$7,980,093.06</u></p> <p>Revised contract amount to-date: <u>\$8,506,700.36</u> (Includes COs# 1, 2, 3, 4, 5, 6 and 7)</p> <p>CO portion financed by 3rd party funding: <u>\$0.00</u></p>
---	--

RECOMMENDED FOR EXECUTION BY:

 _____ Date 9/21/06

Signature _____ Date

Richard L. Ridings
GEC, Project Manager

APPROVAL:

CTRMA, Director of Operations _____ Date
 APPROVED REQUEST APPROVAL

CTRMA, Director of Engineering _____ Date
 APPROVED REQUEST APPROVAL

CTRMA, General Counsel _____ Date
 APPROVED REQUEST APPROVAL

CTRMA, Executive Director _____ Date
APPROVED

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 8 Estimated Cost: \$218,277.37

CCSJ:

Paid by Invoice? Y N

Item	Equipment	UNIT	UNIT PRICE	QUANTITY
1	DVT-9440 Mini-dome Network Camera Day/Night w/POE, analog out and license	20	1,225.00	\$24,500.00
2	TMG-MISC Misc Hardware and Consumables	1	673.00	\$673.00
3	TV-LCD-1700V 17" Flat Panel Color Security Monitor BNC input	2	903.61	\$1,807.22
4	TV-LCD-1500V 15" Flat Panel Color Security Monitor BNC input	8	837.35	\$6,698.80
5	AD-PAN-U Undercounter Panic Button	10	30.12	\$301.20
6	VID-CABLE Video Cable RG59 20AWG per 100'	1	30.90	\$30.90
7	SIG-CABLE Signal Cable - 22g/4C per 100	2	16.87	\$33.74
8	TMG-MISC Misc Hardware and Consumables	1	349.06	\$349.06
9	WKST-P4-250 Workstation, P\$, 2.8Ghz, 512K RAM, 250G HD, CD-R/W, Win XP Pro	1	900.00	\$900.00
10	KVD-4 4 Port KVM Switch for Monitor Sharing	1	98.44	\$98.44
11	LONG50-C-ACS Longitude Classic Base Software (supports up to 64 readers) with a single (1) user licences	1	3,570.88	\$3,570.88
12	LONG50-OPT-VBS Video Badging Software	1	1,687.50	\$1,687.50
13	TMP-P110i Zebra P110i, single sided Badge Printer	1	1,330.43	\$1,330.43
14	TMG-A620 Canon A620 Digital Camera for Badging	1	275.00	\$275.00
15	DVT-LNA-1A Longitude Network Appliance (LNA) Model A	2	1,338.75	\$2,677.50
16	HID-V1000 HID V1000 Controller for Longitude	2	668.75	\$1,337.50
17	HID-V1000 HID V1000 2 Reader Sub-Controller for Longitude	9	293.75	\$2,643.75
18	HID-V2000 HID Vertx Reader Network Module for Longitude	10	668.75	\$6,687.50
19	TMG-MISC Misc Hardware and Consumables	1	750.00	\$750.00
20	LAT35-EL-DMC DVTel Latitude NVMS Elite Package	1	5,494.79	\$5,494.79
21	LAT35-EL-MA16 Additional Elete Media Archive Server up to 16 connections	2	2,285.83	\$4,571.66
21	WKST-P4-250 Workstation, P4, 3.0Ghz, 1GB RAM, 500 GB HD CD-R/W, Win XP Pro	3	1,111.88	\$3,335.64
22	WK-HD-SG500 Expansion Hard Drive - add 500 GB	1	337.35	\$337.35
23	17" Flat Panel Color Monitor	1	351.81	\$351.81
24	TMG-MISC Misc Hardware and Consumables	1	339.00	\$339.00
25	DVT-9540 DVTel Standard High Res Camera, WDR, 3-10mm, POE, w/license	22	1,274.78	\$28,045.16
26	STD-ENCL-HB Standard Camera Enclosure with heater/blower and mounting extension	22	112.14	\$2,467.08
27	ALTV244 4-Port Camera Power Supply, 24VAC, 4A fused, Wallmount	6	79.15	\$474.90
28	NV-R2416300UL 16 Port Camera Power Supply 24VAC, 12.5A fused, Rackmount	4	316.63	\$1,266.52
29	NV-R2416600UL 16 Port Camera Power Supply 24VAC, 20A fused, Rackmount	2	343.00	\$686.00
30	TMG-MISC Misc Hardware and Consumables	1	1,595.40	\$1,595.40
31	IC-R40-N iClass Standard Reader - Interior Wiegand or RS 232	5	173.75	\$868.75
32	IC-2000 iClass Proximity Card, 2k SmartCard	100	4.38	\$438.00
33	HES-1006 Electric Strike Mortise	4	117.50	\$470.00
34	MUR-SCHL-EHS Electrified Mortise Handset	1	375.00	\$375.00
35	NV-AL600ULPD8 8 Port Access Power Supply 12/24/ VDC, 6A, fused	1	350.00	\$350.00
36	AD-AC-CMB Access Control Combination Cable per 100'	6	75.00	\$450.00
37	DVT-9442-WVS - DVTel Vandalproof Mini-Dome Network Camera, Day/Night, POE, Outdoor with Pendant Mount	1	1,454.82	\$1,454.82
38	TMG-MISC Misc Hardware and Consumables	1	67.00	\$67.00
39	818SHF - Shelf	12	70.31	\$843.72

Total Equipment \$110,635.02

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 8

CCSJ: _____

Item	LABOR	Number Of Personnel	Number Of Hours	Hourly Rate	Total
1	Oversight	1	80.00	\$88.00	\$7,040.00
2	Integration	1	80.00	\$115.44	\$9,235.20
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
Total Labor					\$16,275.20

Item	Material	Number Of Hours	Rental Rate	Operating Cost	Total
1	TMG-Rent Rental Equipment	8.00	\$237.47	\$1.00	\$1,899.76
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
Total Material					\$1,899.76

Item	Subcontractor	Total
1	Mayfield Group PM/System Engineering	\$19,899.66
2	Mayfield Group Installation and Configuration	\$27,771.90
3	Marcon Construction Company	\$8,878.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
Total Subcontractor		\$56,549.56

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 8

CCSJ: _____

Item	Pass Through Items	Total
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
Total Pass Through Items		\$0.00

Item	Description	Item Total	Burden (25%)	Insurance (55%)	Material Mark Up (25%)	Equipment Mark Up (15%)	Subcontractor Mark Up (5%)	Total
Labor		\$16,275.20	\$4,068.80	\$8,951.36				\$29,295.36
Material		\$1,899.76			\$474.94			\$2,374.70
Equipment		\$110,635.02				\$16,595.25		\$127,230.27
Subcontractor		\$56,549.56					\$2,827.48	\$59,377.04
Pass Through		\$0.00						\$0.00
Force Account Total								\$218,277.37

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 8

CCSJ: _____

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN (\$39,687.00)
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
25	Security Access System Software		\$39,687.00	1.00	\$39,687.00		\$0.00	
TOTALS					\$39,687.00		\$0.00	(\$39,687.00)

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E (CTRMA design) 1B. Incorrect PS&E (consultant design) 1C. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. CTRMA Convenience</p>	<p>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 CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during 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 CTRMA 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (CTRMA responsibility for ROW) 6C. Utilities not clear 6D. Other</p>



THE MAYFIELD GROUP

The Mayfield Group

3007 E. 16th Street
East Austin, Texas 78702
512.789.0271

QUOTATION: Plaza Surveillance Cameras

Quoted to: Darby Swank
c/o Caseta
301 Congress Ave., Suite 650
Austin, Texas 78701

Quote Date:	8-Aug-06
Associate:	L. J. Mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.08080602

Plaza Surveillance Cameras (24) - Provide and install 22 DVTel Standard High Res, WDR, lane cameras at Main Lane Plaza (8), Brushy Creek (6) and Section 9 Plaza (8), plus two fixed, wide angle, mini-dome cameras for ILP at Section 9. Includes 24VAC Rackmount power supplies (note: POE not suitable for use with outdoor cameras with heater/blower). Camera cabling (including 16g/2c power cable) to be provided and installed by others.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
DVT-9440	2	DVTel Vandalproof Mini-dome Network Camera, Day/Night			\$1,225.00	\$2,450.00
DVT-9540	22	DVTel Standard High Res Camera, WDR, 3-10mm, POE, w/license			\$1,274.78	\$28,045.25
STD-ENCL-HB	22	Standard Camera Enclosure with heater/blower and mounting extension			\$112.14	\$2,467.08
ALTV244	6	4-Port Camera Power Supply, 24VAC, 4A fused, Wallmount			\$79.15	\$474.90
NV-R2416300 UL	4	16-Port Camera Power Supply 24VAC, 12.5A fused, Rackmount			\$316.63	\$1,266.52
NV-R2416600 UL	2	16-Port Camera Power Supply 24VAC, 20A fused, Rackmount			\$343.00	\$686.00
TMG-RENT	8	Rental Equipment			\$237.47	\$1,899.76
MISC	1	Misc. Hardware and Consumables			\$1,595.40	\$1,595.40
TMG-MAN	1	Project Management/ System Engineering			\$6,713.00	\$6,713.00
INSTALL	1	Installation and Configuration			\$10,655.54	\$10,655.54
Project Summary						\$56,253.45

Terms and conditions:

1. This quote is valid for 60 days commencing from the Quote Date above.
2. This is a flat fee price for time and materials as described above.
3. 50% due upon acceptance, 40% due upon delivery of materials, and 10% due upon completion and approval.

Company Approval

Date



THE MAYFIELD GROUP

The Mayfield Group

3007 E. 16th Street
East Austin, Texas 78702
512.789.0271

QUOTATION: DVTel Video Recording Platform

Quoted to: Darby Swank
c/o Caseta
301 Congress Ave., Suite 650
Austin, Texas 78701

Quote Date:	31-Jul-06
Associate:	L. mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.07310602

DVTel Video Recording Platform with 3 distributed servers - Provide, install, and configure DVTel Latitude NVMS Elite system software on three servers located at the Field Operations Building (supporting also Main Lane Plaza), Section 9 Toll Plaza, and Brushy Creek Toll Plaza. Each server to support and record cameras at that location. Server for FOB and Main Lane Plaza equipped with 1 Tbyte of storage. Other servers equipped with 500 GB hard drives. Servers provided require environmental controlled and protected areas. Installation of servers in areas exposed to ambient temperatures in excess of 80 degrees Fahrenheit will require a different server designed specifically for such an environment. Monitor, keyboard and mouse to be shared with Access Control workstation (quoted separately)

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
LAT35-EL-DMC	1	DVTel Latitude NVMS Elite Package			\$5,494.79	\$5,494.79
LAT35-EL-MA 16	2	Additional Elite Media Archive Server - Up to 16 connections			\$2,285.83	\$4,571.66
WKST-P4-250	3	Workstation, P4, 3.0Ghz, 1GB RAM, 500GB HD CD-R/W, Win XP Pro			\$1,111.88	\$3,335.64
WK-HD-SG500	1	Expansion Hard Drive - Add 500GB			\$337.35	\$337.35
MON-FP-17	1	17" Flat Panel Color Monitor			\$351.81	\$351.81
	1	Misc. Hardware and Consumables			\$339.00	\$339.00
TMG-MAN	1	Project Management/ System Engineering			\$3,131.10	\$3,131.10
INSTALL	1	Installation and Configuration			\$2,102.10	\$2,102.10
Project Summary						\$19,663.45

Terms and conditions:

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Company Approval

Date



The Mayfield Group

3007 E. 16th Street
 East Austin, Texas 78702
 512.789.0271

QUOTATION: Core Access Control System v4

Quoted to: Darby Swank
 c/o Caseta
 301 Congress Ave., Suite 650
 Austin, Texas 78701

Quote Date:	17-Aug-06
Associate:	L. J. Mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.08170601

Core Access Control System - Provide and install access control system, software, and controllers for 28 controlled entries and 3 monitored entries in the following locations: (1) Main Lane Plaza - 3 doors with readers, 4 elevator entries, (2) Field Operations Building - 12 doors with readers, 3 doors monitored only, overhead door with reader, 2 door intercom with 1 master station, (3) Brushy Creek Toll Plaza - 1 reader per booth (2 booths), (4) Section 9 Toll Plaza - 2 doors (1 at each ILP), (5) Office @ 301 Congress (5 doors quoted separately.)

Assumes all electrified door hardware and related power supplies provided and installed by others, including required 120VAC outlets near controlled doors. Readers to be mounted on single gang electrical box (or double gang with reducer ring) with EMT to accessible ceiling space. Includes optional video badging software (printer and camera provided separately). Use KVM to share monitor with Video System. System integration support from Safe Sight or DVTel not included. Arrangement to be quoted based on specific functional requirements.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
WKST-P4-250	1	Workstation, P\$, 2.8Ghz., 512k RAM, 250G HD, CD-R/W, Win XP Pro			\$900.00	\$900.00
KVM-4	1	4-Port KVM Switch for monitor sharing			\$98.44	\$98.44
LON50-C-ACS	1	Longitude Classic Base software (supports up to 64 readers) with a single (1) user license			\$3,570.88	\$3,570.88
LON50-OPT-VBS	1	Video Badging Software (optional)			\$1,687.50	\$1,687.50
TMG-P110i	1	Zebra P110i, Single-sided Badge Printer			\$1,330.43	\$1,330.43
TMG-A620	1	Canon A620 Digital Camera for Badging			\$275.00	\$275.00
DVT-LNA-1A	1	Longitude Network Appliance (LNA) Model A			\$1,338.75	\$1,338.75
HID-V1000	1	HID V1000 Controller for Longitude			\$668.75	\$668.75
HID-V1000	6	HID V100 2 Reader Sub-controller for Longitude			\$293.75	\$1,762.50
HID-V2000	10	HID Vertx Reader Network Module for Longitude			\$668.75	\$6,687.50
Misc.	1	Misc. Hardware and Consumables			\$750.00	\$750.00
TMG-MAN	1	Project Management/ System Engineering			\$2,716.56	\$2,716.56
INSTALL	1	Installation and Configuration			\$5,738.88	\$5,738.88
Project Summary						\$27,525.19

Terms and conditions:

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 Company Approval

 Date



The Mayfield Group

3007 E. 16th Street
 East Austin, Texas 78702
 512.789.0271

QUOTATION: Cameras for Toll Booths

Quoted to: Darby Swank
 c/o Caseta
 301 Congress Ave., Suite 650
 Austin, Texas 78701

Quote Date:	27-Jul-06
Associate:	LJ Mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.07270601

Cameras and Monitors with POE and Licenses for 10 Toll Booths - Provide and install 10 DVTel 9440 Series vandalproof surface mount, mini-dome, high resolution color network cameras with 2.6-6mm vari-focal lens and flat panel monitor for local presentation of video signal. DVTel cameras equipped with POE splitter and analog out, as well as network connection license for recording the advanced DVTel NVMS system (quoted separately). Also includes undercounter panic button wired to contact input at camera. Assumes POE network port available within each booth (preferably above removable ceiling or in a concealed area). Monitor requires local 120VAC power.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
DVT-9440	10	DVTel Vandalproof Mini-dome network camera, Day/Night w/ POE, analog output and License	\$1,595.00	23%	\$1,225.00	\$12,250.00
TV-LCD-1700V	2	17" Flat Panel Color Security Monitor BNC input	\$1,099.00	18%	\$903.61	\$1,807.22
TV-LCD-1500V	8	15" Flat Panel Color Security Monitor BNC input	\$999.00	16%	\$837.35	\$6,698.80
AD-PAN-U	10	Undercounter Panic Button	\$36.00	16%	\$30.12	\$301.20
VID-CABLE	1	Video Cable RG59 20AWG Per 100'	\$36.00	14%	\$30.90	\$30.90
SIG-CABLE	2	Signal Cable - 22g / 4c per 100'	\$20.00	16%	\$16.87	\$33.74
TMG-MISC	1	Misc. Hardware and Consumables	\$349.06	0%	\$349.06	\$349.06
TMG-MAN	1	Project Management/ System Engineering	\$4,500.00	2%	\$4,410.00	\$4,410.00
INSTALL	1	Installation and Configuration	\$4,681.00	2%	\$4,587.38	\$4,587.38
Project Summary						\$30,468.30

Terms and conditions:

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 Company Approval

 Date



THE MAYFIELD GROUP

The Mayfield Group

3007 E. 16th Street
East Austin, Texas 78702
512.789.0271

QUOTATION: Cameras for Field Operations Building (8)

Quoted to: Darby Swank
c/o Caseta
301 Congress Ave., Suite 650
Austin, Texas 78701

Quote Date:	31-Jul-06
Associate:	L. mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.07310601

Cameras for Field Operations Building (8) - Provide and install 8 fixed mini-dome style network cameras with licenses for recording to DVTel system at the Field Operations Building. Cabling to be provided separately.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
DVT-9440	8	DVTel Vandalproof Mini-dome Network Camera, Day/Night w/POE, analog out and license			\$1,225.00	\$9,800.00
Misc.	1	Misc. Hardware and Consumables			\$673.00	\$673.00
TMG-MAN	1	Project Management/ System Engineering			\$1,617.00	\$1,617.00
INSTALL	1	Installation and Configuration			\$1,813.00	\$1,813.00
Project Summary						\$13,903.00

Terms and conditions:

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Company Approval

Date



The Mayfield Group

3007 E. 16th Street
 East Austin, Texas 78702
 512.789.0271

QUOTATION: Access Control System for 301 Congress

Quoted to: Darby Swank
 c/o Caseta
 301 Congress Ave., Suite 650
 Austin, Texas 78701

Quote Date:	27-Jul-06
Associate:	L. mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.07270602

Access Control on 5 doors for 301 Congress Office Space - Provide and install access system door controllers to interface with DVTel Longitude IPAC system (core system quoted with Toll facilities). Includes electrified door hardware and readers at 5 interior doors. Four doors to be configured with electric strikes for mortise locksets and one double interior entry to be equipped with an electrified mortise lockset on the active leaf (assumes an inactive leaf with dead-latch). Including cabling and power supply.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
DVT-LNA-1A	1	Longitude Network Appliance (LNA) Model A	\$1,599.00	16%	\$1,338.75	\$1,338.75
HID-V1000	1	HID V1000 Controller for Longitude	\$789.00	15%	\$668.75	\$668.75
HID-V1000	3	HID V100 2 Reader Sub-controller for Longitude	\$359.00	18%	\$293.75	\$881.25
IC-R40-N	5	iClass Standard Reader - Interior Wiegand or RS 232	\$209.00	17%	\$173.75	\$868.75
IC-2000	100	iClass Proximity Card, 2k SmartCard	\$5.10	14%	\$4.38	\$438.00
HES-1006	4	Electric Strike Mortise	\$139.00	15%	\$117.50	\$470.00
MUR-SCHL-EHS	1	Electrified Mortise Handset	\$450.00	17%	\$375.00	\$375.00
NV-AL600ULPD8	1	8 Port Access Power Supply 12/24 VDC, 6A, fused	\$420.00	17%	\$350.00	\$350.00
AD-AC-CMB	6	Access Control Combination Cable per 100'	\$90.00	17%	\$75.00	\$450.00
TMG-MAN	1	Project Management/ System Engineering	\$1,155.00	0%	\$1,155.00	\$1,155.00
INSTALL	1	Installation and Configuration	\$2,680.00	0%	\$2,680.00	\$2,680.00
Project Summary						\$9,675.50

Terms and conditions:

1. This quote is valid for 60 days commencing from the Quote Date above.
2. This is a flat fee price for time and materials as described above.
3. 50% due upon acceptance, 40% due upon delivery of materials, and 10% due upon completion and approval.

 Company Approval

 Date



THE MAYFIELD GROUP

The Mayfield Group

3007 E. 16th Street
East Austin, Texas 78702
512.789.0271

QUOTATION: FOB Outdoor Camera

Quoted to: Darby Swank
c/o Caseta
301 Congress Ave., Suite 650
Austin, Texas 78701

Quote Date:	8-Sep-06
Associate:	L. J. Mayfield
Quote Valid for:	60 days
Total Hours:	N/A

Quote #: CAS.09080601

FOB Outdoor Camera - Provide and install 1 Outdoor camera on the FOB building. DVTel Wide Dynamic mini-dome camera in vandalproof housing with wide angle lens (2-4mm) and single camera license to monitor and record activity in that area. Includes 200 feet of cabling and installation.

Part No.	QTY	Description	List Price	Discount (%)	Unit Price	Ext. Price
DVT-9442-WVS	1	DVTel Vandalproof Mini-dome Network Camera, Day/Night, POE, Outdoor with pendant mount enclosure w/heater/blower, wide angle lens (2-4mm) w/License			\$1,454.82	\$1,454.82
MISC	1	Misc. Hardware and Consumables			\$67.00	\$67.00
TMG-MAN	1	Project Management/ System Engineering			\$157.00	\$157.00
INSTALL	1	Installation and Configuration			\$195.00	\$195.00
Project Summary						\$1,873.82

Terms and conditions:

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3. 50% due upon acceptance, 40% due upon delivery of materials, and 10% due upon completion and approval.

Company Approval

Date



900 Dutchess Turnpike
 Poughkeepsie Business Park
 Poughkeepsie, N.Y. 12603
 Phone: 845-486-5044
 Fax: 845-486-4354

Vantage Manufacturing & Assembly, LLC.

Q ISO 9001-2000 & AS 9003-2001 Certified Company

Quotation

QUOTE NO.
015452
 9/12/2006

2 pages total

CASETA TECHNOLOGIES, INC.
 301 CONGRESS AVE SUITE 675
 AUSTIN, TX 78701
 512-450-6295 FAX: 512-450-6319

ATTENTION: JILL REEVES
 cc: DUSTY DEITIKER
 LARRY ROLOSON

REFERENCE:

SST SHELF

PROPOSED SHIP DATE:

10/13/06 if ordered week of 9/15.

TERMS:

FOB:

COD PENDING CREDIT APPRVL

POUGHKEEPSIE, NY

SALES PERSON:

ESTIMATOR:

QUOTE VALID FOR

S. SYSKA

M. STICKLE

SEE ATTACHED

QUANTITY	PART NUMBER	LEVEL	DESCRIPTION	UNIT PRICE	EXTENDED
----------	-------------	-------	-------------	------------	----------

12 ea.	818SHF	REV A	SHELF	\$ 70.31 ea.	\$ 843.72
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IMPORTANT: PLEASE REFER TO THE TERMS & CONDITIONS ON THE FOLLOWING PAGE(S)

ESF-005 REV 1.0
 10/23/03

TOTAL PAGES (INCLUDING THIS COVER): **2**

M. Stickle for S. Syska
 Scott Syska



900 Dutchess Turnpike
 Poughkeepsie Business Park
 Poughkeepsie, N.Y. 12603
 Phone: 845-486-5044
 Fax: 845-486-4354

Quotation

QUOTE NO.
015452
 9/12/2006

Vantage Manufacturing & Assembly, LLC.

QUOTED BY: M. STICKLE

ORDER ACCEPTANCE: CASETA TECHNOLOGIES, INC.

IN ACCORDANCE WITH ISO 9001:2000 GUIDELINES, VMA IS REQUIRED TO HAVE WRITTEN CONFIRMATION OF CUSTOMER ACCEPTANCE OF ORDER TERMS, CONDITIONS, & EXCEPTIONS. IN ORDER TO CONVERT THIS QUOTATION TO A PURCHASE ORDER(OR ORDERS) PLEASE SIGN BELOW, NOTING THE APPLICABLE PURCHASE ORDER NUMBER AND YOUR DIRECTIONS ON ANY EXCEPTIONS SPECIFIED WITHIN THIS QUOTATION. VMA ALSO REQUESTS THAT YOU REFERENCE THIS QUOTATION NUMBER & DATE ON YOUR CONFIRMING PURCHASE ORDER.

YOUR SIGNATURE WILL CONFIRM YOUR ACCEPTANCE OF THE STATED CONDITIONS WITHIN THIS QUOTATION:

PURCHASE ORDER NO: _____ DATE: _____ SIGNATURE: _____

JILL REEVES

- PLEASE NOTE THE REVISIONS MADE
- SPECIAL INSTRUCTIONS ARE NOTED BELOW:

SHIPPING:

PRICING EXCLUDES SHIPPING COSTS, UNLESS PREVIOUSLY AGREED OTHERWISE. PLEASE CONFIRM YOUR SHIPPING INSTRUCTIONS BELOW. IF THE PREPAID BOX IS CHECKED, THE ADDITIONAL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE LINE ITEM AGAINST THE PURCHASE ORDER NUMBER.

CARRIER: _____ SHIP: COLLECT PREPAID DELIVERED

PLEASE SPECIFY THE SHIPPING AND BILLING ADDRESSES (ONLY IF DIFFERENT FROM THE ADDRESSES SHOWN ON THE COVER PAGE OF THIS QUOTATION OR IF DIFFERENT THAN THE ADDRESSES RECENTLY USED ON PREVIOUS ORDERS)

SHIP TO:

BILL TO:

CONDITIONS:

THE LABOR CONTENT OF THIS QUOTATION WILL REMAIN VALID FOR 30 DAYS. HOWEVER, THE COST FOR ANY PURCHASED PARTS OR RAW MATERIALS IS BASED ON THE CURRENT MARKET PRICE IN EFFECT AT THE TIME OF QUOTATION AND MAY ONLY REMAIN VALID FOR A LIMITED TIME.

THE PRICES AND TERMS ON THIS QUOTATION ARE NOT SUBJECT TO VERBAL CHANGES OR OTHER AGREEMENTS UNLESS APPROVED IN WRITING BY THE HOME OFFICE OF THE SELLER. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, FIRES, AVAILABILITY OF MATERIALS AND ALL OTHER CAUSES BEYOND OUR CONTROL. PRICES ARE BASED ON COSTS AND CONDITIONS EXISTING ON DATE OF QUOTATION AND ARE SUBJECT TO CHANGE BY THE SELLER BEFORE FINAL ACCEPTANCE. TYPOGRAPHICAL ERRORS SUBJECT TO CORRECTION. PURCHASER AGREES TO ACCEPT EITHER OVERAGE OR SHORTAGE NOT IN EXCESS OF TEN PERCENT TO BE CHARGED FOR PRO-RATA. PURCHASER ASSUMES LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT WHEN GOODS ARE MADE TO PURCHASER'S SPECIFICATIONS. WHEN QUOTATION SPECIFIES MATERIAL TO BE FURNISHED BY THE PURCHASER, AMPLE ALLOWANCE MUST BE MADE FOR REASONABLE SPOILAGE AND MATERIAL MUST BE OF SUITABLE QUALITY TO FACILITATE EFFICIENT PRODUCTION. CONDITIONS NOT SPECIFICALLY STATED HEREIN SHALL BE GOVERNED BY ESTABLISHED TRADE CUSTOMS. TERMS INCONSISTENT WITH THOSE STATED HEREIN WHICH MAY APPEAR ON PURCHASER'S FORMAL ORDER WILL NOT BE BINDING ON THE SELLER.

Marcon Construction Company
708 East Howard Lane
Austin, Texas 78753
512-990-7808 Fax 512-990-7772

Construction Work Order # 09-12-06-1-CC

Date 09-12-06

Project : CTRMA Miscellaneous

This is for the following:

1. Furnish and install a set of non-rated double doors with full lite glass with an electric lockset.
\$ 3,833.00
2. Install 3 quad outlets. (2 on 1 circuit and 1 on another circuit) Also install 4 ring and strings.
\$ 1,219.00
3. Install back boxes and electric strikes in 4 existing door frames for card readers. (Provided and installed by others)
\$ 3,826.00
4. Final Clean
5. Supervision.

Total-\$ 8878.00

Thanks For The Opportunity,
Cory Carter

Authorized By: _____

Representing : CTRMA
301 Congress Suite # 650
Austin, Tx, 78701

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

RESOLUTION NO. 06-54

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and conducted a thorough evaluation process, designed to assure fairness and objectivity and to determine which proposal provided the best value to the CTRMA; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the proposer that provided the best value to the CTRMA and directed the Executive Director and staff to finalize a CDA for the development of 183-A with Hill Country Constructors; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, the GEC previously developed a scope of work and proposed budget (the "CDA Work Authorization") for the work necessary to oversee the design and construction activities performed under the CDA; and

WHEREAS, in Resolution No. 04-52, dated October 27, 2004, the Board of Directors approved the scope of work contained in the CDA Work Authorization subject to: (i) the GEC presenting, on a quarterly basis, a report on work performed to date under the CDA Work Authorization; and (ii) receiving Board approval of work to be performed during the next quarter; and

WHEREAS, the GEC has presented for Board approval a scope of work and proposed budget for work to be performed under the CDA Work Authorization during the fourth quarter of 2006, attached hereto as Attachment "A".


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the scope of work and proposed budget for work to be performed under the CDA Work Authorization for the fourth quarter of 2006, and reflected in Attachment "A"; and

BE IT FURTHER RESOLVED, that all work performed as reflected in Attachment "A" shall be subject to the Agreement for General Consulting Civil Engineering Services between the

CTRMA and the GEC; that all work performed under Attachment "A" shall be funded solely from the existing toll equity grant money for 183-A and the proceeds of the project financing for 183-A; and that no additional work may be undertaken without the specific approval of the Board of Directors.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-54
Date Passed 09/27/06

-



**Approval of Work Efforts Report
183-A Turnpike Comprehensive Development Agreement (CDA)
Design & Construction Oversight
4th Quarter 2006**

Introduction:

As detailed in the Central Texas Regional Mobility Authority (CTRMA) Resolution No. 04-52 and the General Engineering Consultant (GEC) Work Authorization No. 4, the GEC is required to provide quarterly reports to the CTRMA and its Board of Directors detailing the CDA oversight work and expenditures and to obtain board approval for the scope of work and budget for the next quarter.

This report details the CDA oversight tasks performed over the past quarter and the CDA oversight tasks to be performed over the next quarter.

The expenditure on CDA oversight to-date is approximately **\$10,971,000**. The currently approved expenditure is **\$11,971,000**. Therefore the GEC is currently approximately **\$1 million under the projected expenditure**. The GEC anticipates expending **\$1,248,000** over the next quarter and therefore requests the Board to approve only a **\$500,000 increase** in the not-to-exceed amount of WA4 from \$11,971,000.00 to **\$12,471,000**. The GEC will utilize \$748,000 of the projected deficit to cover next quarter's anticipated expenditures.

CDA Oversight Tasks Performed over the Past Quarter (from July 1, 2006 to September 30, 2006):

During the 3rd Quarter of 2006, the GEC continued to complete several key tasks on the oversight efforts, including:

1. Managed and continued development of subconsultants and their agreements providing oversight activities.
2. Conducted numerous Design Reviews, including:
 - a. Sixty-five (65) Early Release for Construction Packages
 - b. Four (4) Utility Plan packages
 - c. Four (4) Request for Information (RFI) submittals
 - d. Seven (7) Notice of Design Change (NDC) submittals
 - e. Four (4) Field Design Change (FDC) submittal
 - f. Sixteen (16) 100% Plan Packages including Illumination, Landscaping, Traffic Control, Special Standards, Sign Structures, and Pond.
3. Attended Task Force meetings (Tolling and Aesthetics)
4. Participated in "over-the-shoulder" review sessions with HCC.
5. Participated in various workshops with HCC design personnel.
6. Coordinated with TxDOT regarding Segment 9 traffic control, signage, utilities, and scheduling issues
7. Coordinated with TxDOT and FHWA to insure compliance with all agreements and regulations
8. Coordinated with TxDOT regarding re-evaluation concerns
9. Coordinated with TxDOT regarding historic concerns.
10. Processed draw requests including:
 - a. Reviewing and approval of schedule updates
 - b. Evaluating & certifying status of completion

- c. Submitting recommendation of payment to CTRMA
- 11. Processed DBE reports
- 12. Continued development and management of Electronic Data Management System (EDMS)
- 13. Continued aesthetics coordination & public meetings, including:
 - a. Coordinated Aesthetic issues.
 - b. Continued to attend Aesthetics committee meetings
 - c. Continued review of 183-A web site and Public Involvement activities
- 14. Attended meetings with HCC and various utility companies in development of Agreements and relocation plans.
- 15. Continued coordination on Noise Wall issues.
- 16. Continued Field reviews to assure compliance with permits
- 17. Conducted Independent Assurance reviews of materials testing procedures and personnel
- 18. Conducted Independent Assurance (IA) lab and personnel oversight by testing HCC's QA lab and CTRMA's OVT lab and personnel.
- 19. Attend weekly construction meetings with HCC on traffic control and planned work.
- 20. Conducted materials verification testing – statistical analysis & reports
- 21. Continued daily oversight reviews of project site & completed daily construction logs.
- 22. Continued to prepare for and participate in daily meetings and workshops with HCC staff on various topics.
- 23. Attended general management meetings, public involvement meetings & partnering meetings.
- 24. Attended meetings with TxDOT, FHWA, City, County and other stakeholders.
- 25. Continued development of monthly status reports on progress and quality of HCC work.
- 26. Prepared project information for DRB and attended third DRB Meeting.
- 27. Prepared documentation and responses to Proposed Change Orders.
- 28. Reviewed and prepared back-up information for Change Orders.
- 29. Continued negotiations and scoping of change orders.

CDA Oversight Tasks to be Performed Over Next Quarter (from October 1, 2006 to December 31, 2006):

The GEC will continue to implement the CDA oversight program over the next quarter. Specific tasks to be completed include:

- 1. Complete reviews and provide approvals for all required plans.
- 2. Attend task force meetings, over the shoulder reviews, & workshops with HCC design personnel
- 3. Review design submittals including:
 - a. Right-of-way plan submittals
 - b. Final Plans
- 4. Coordinate with TxDOT and FHWA to insure compliance with all agreements and regulations
- 5. Process draw requests including:
 - a. Reviewing and approval of schedule updates
 - b. Evaluating & certifying status of completion
 - c. Submitting recommendation of payment to CTRMA
- 6. Process DBE reports
- 7. Conduct Independent Assurance reviews of materials testing procedures and personnel
- 8. Conduct materials verification testing – statistical analysis & reports
- 9. Continue daily oversight reviews of project site & completed daily construction logs.
- 10. Continue to prepare for and participate in daily meetings and workshops with HCC staff on various topics.
- 11. Attend general management meetings, public involvement meetings & partnering meetings.

12. Attend meetings with TxDOT, FHWA, City, County and other stakeholders.
13. Continue development of monthly status reports on progress and quality of HCC work.
14. Continue processing change orders.

Anticipated Expenditures and Adjustments of the Not to Exceed Amount for Next Quarter (from October 1, 2006 to December 31, 2006):

The GEC currently anticipates expending approximately \$1,248,000.00 from October 1, 2006 to December 31, 2006 on the CDA oversight efforts, resulting in an anticipated cumulative expenditure total of approximately \$12,219,000.00 thru December 31, 2006.

This authorization is to increase the previously approved Not to Exceed Amount of \$ 11,971,000.00 on the 3rd Quarter Authorization by \$500,000.00 to meet a maximum expenditure allowed total of \$ 12,471,000.00.

“S-curve” charts have been developed to graphically illustrate the anticipated expenditures over the duration of the associated activities; these charts are attached hereto as Exhibits 1 and 2. The first Exhibit, titled “Exhibit 1: Anticipated CDA Oversight Expenditures Original S-curve”, contains a S-curve representing the anticipated expenditures (per the staffing plan established during the development of Work Authorization #4 in October 2004 with a revised adjustment in December 2005) of the total CDA oversight budget of \$14,078,080.95 thru June 1, 2007. The second Exhibit, entitled “Exhibit 2: Anticipated CDA Oversight Expenditures thru 4th Quarter S-curve”, presents the anticipated expenditures thru December 31, 2006. The actual expenditure figures to date are also presented on these S-curves. As of September 30, 2006 the GEC will have expended approximately \$10,971,000 of the approved expenditure total of \$11,971,000.00.

Should you have any questions or require additional information in regard to the foregoing information, please feel free to contact Richard Ridings at 512.751-1552.

Exhibit 1: Anticipated CDA Oversight Expenditures Original S-curve

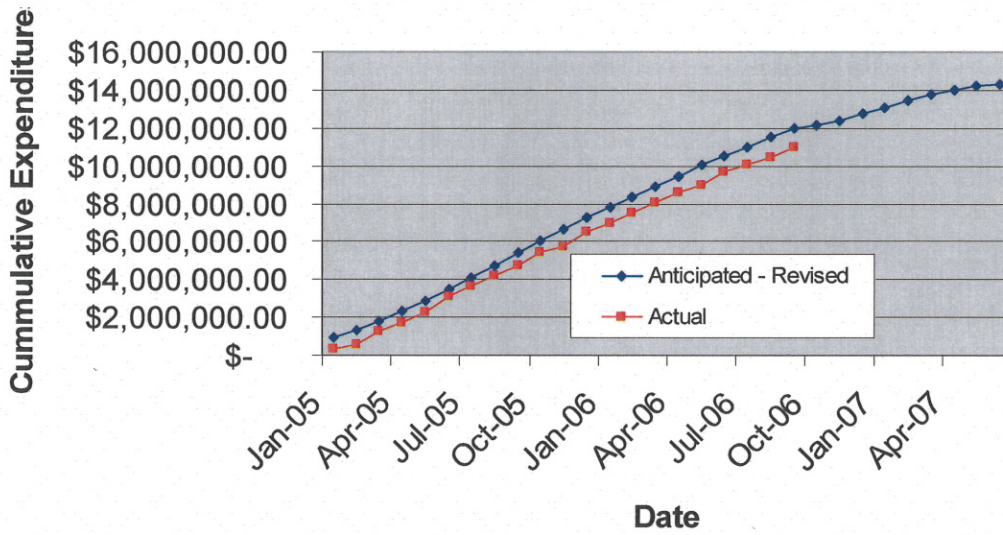
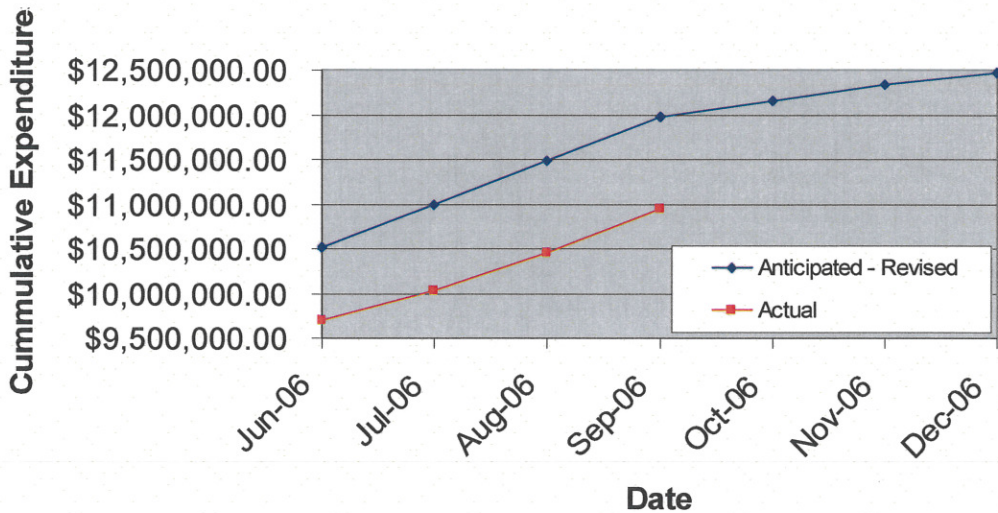


Exhibit 2: Anticipated CDA Oversight Expenditures thru 4th Quarter 2006 S-curve



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

RESOLUTION NO. 06-55

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

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

WHEREAS, the Board of Directors recognizes that the landscape and aesthetic character of the 183-A Turnpike Project is an important component of the project design; and

WHEREAS, the Lady Bird Johnson Wildflower Center (the “Wildflower Center”) is a nonprofit organization dedicated to preserving the natural beauty and biological richness of North America by conserving and restoring wildflowers, native plants, and the biological communities on which they depend; and

WHEREAS, the Wildflower Center provides landscape consulting services to private and public land owners with an emphasis on the environmental necessity, economic value, and natural beauty of native plants; and


WHEREAS, the Board of Directors desires to enter into an agreement with the Wild Flower Center for the provision of landscape planning services for portions of the 183-A Turnpike Project, as reflected in the scope of work attached hereto as Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves entry into an agreement with the Wildflower Center for the provision of landscape planning services for portions of the 183-A Turnpike Project; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate and execute such an agreement on behalf of the CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-55
Date Passed 09/27/06

Highway 183A, Williamson County, Texas
Lady Bird Johnson Wildflower Center
Scope of Work
7/21/2006

Task 1: Seasonal wildflower meadow design

Work with HNTB and their sub-consultants to design a series of meadows along and within the Right-Of-Way of Highway 183A. Through seed selection and various management strategies, these meadows will be managed to produce a wildflower display in either the spring, summer, or fall. For each meadow, seed type, seed quantity, installation method, and both initial (1- 3 years) and long term (3+ years) maintenance will be specified.

Task 2: Assessment of rapid revegetation using native plants

Working with HNTB and the design-build contractors for 183A, identify appropriate locations to test native seed mixes and application techniques for rapid revegetation. This test will provide a large scale test of pilot research already conducted by the Wildflower Center in south Austin (Tinsley et al. 2006), and will ascertain its applicability on a large scale. The Wildflower Center will specify seed mixes, application measures, oversee installation, conduct vegetation surveys at 30 days, 90 days, and 180 days post installation, and provide a brief written report of the results at each of these sampling periods. After 180 days, the Wildflower Center will create a summary report which will analyze the data, and make recommendations for how the result could be applied to future roadside stabilization projects.

Task 3: Project promotion

Working with CTRMA and HNTB, promote and publicize the project and its environmental, economic, and aesthetic benefits.

Basis of Compensation

	Cost
Task One – Seasonal wildflower meadow design	\$30,000
Task Two – Rapid revegetation using native plants	\$15,000
Task Three – Project promotion	<u>No Charge</u>
TOTAL COST	\$45,000

These costs do not include mileage or other incidental reimbursable costs. Invoices for basic services shall be made on a monthly basis. The client will be billed for the work completed in the previous 30 days. The client is responsible for making payments to the Lady Bird Johnson Wildflower Center net twenty (20) days of receipt of the invoice.

Additional Services

Services not included in the above project scope may be requested as need. For additional services, compensation will be billed according to the following hourly rates:

Staff & Rates

Director/Ecologist	Dr. Steve Windhager	\$130/hour
Ecologist	Dr. Mark Simmons	\$110/hour
Environmental Designer	Heather Venhaus	\$85/hour
Project Manager	Jeannine Tinsley	\$65/hour
Land Management Staff		\$40/hr
Mileage		\$0.54/mile

These rates are subject to periodic adjustments.

In addition to hourly rates, all reimbursable expenses including, but not limited to, sub-consultant fees, travel expenses, photocopying, and supplies will be charged at cost.

Project Cancellation

Either party may cancel the contract without cause with written notice. The consultant is entitled to payment for any supplies that cannot be returned or for services rendered up to the date of cancellation.

Thank you for the opportunity to work with you on this exciting project. Please call us with any questions or needed changes.

Sincerely,



Steve Windhager, Ph.D.
Lady Bird Johnson Wildflower Center

Proposal accepted

Date

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

RESOLUTION NO. 06-56

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

WHEREAS, the North East Regional Mobility Authority ("NET RMA") was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

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

WHEREAS, § 370.033 of the RMA Act provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, the CTRMA has previously hired employees and entered into contracts with several consultants for the provision of services related to transportation project development, financing operations, and maintenance; and

WHEREAS, the NET RMA is in need of project management and other services related to the proposed Loop 49 Toll Project located in Smith County, Texas, and

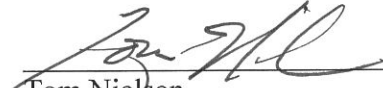
WHEREAS, Board of Directors of the CTRMA desires to assist the NET RMA by entering into the interlocal agreement, attached hereto as Attachment "A", with the NET RMA to allow CTRMA employees and consultants to provide needed project development and related services to the NET RMA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the entry into the interlocal agreement, attached hereto as Attachment "A" allowing CTRMA employees and consultants to provide needed project development and related services to the NET RMA under the terms and provisions for compensation reflected therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such interlocal agreement on behalf of the CTRMA.

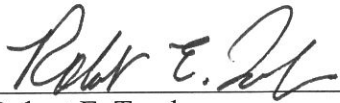
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-56
Date Passed 09/27/06

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective the 1st day of June, 2006 by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY ("NET RMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

WHEREAS, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the NET RMA is a regional mobility authority created pursuant to the request of Gregg and Smith Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the "RMA Rules"); and

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

WHEREAS, §370.033 of the RMA Act provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, the CTRMA has previously hired employees and entered into contracts with several consultants for the provision of services related to transportation project development, financing operations and maintenance; and

WHEREAS, the NET RMA is in need of project management and other services related to the proposed Loop 49 Toll Project located in Smith County, Texas and potentially to other NET RMA projects; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for certain CTRMA employees and consultants to be available to provide needed project development and related services to the NET RMA.

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

I. FINDINGS

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

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement the NET RMA is hereby authorized to utilize the project management and related services of CTRMA consultant Everett Owen, P.E (the "Project Manager"). The NET RMA shall also have the opportunity to utilize the services of the CTRMA Director of Operations, Chief Financial Officer, Communications Director, and other CTRMA staff and consultants as appropriate and agreed to by the Parties.

2. Hours. Unless otherwise agreed to by the Parties, the number of hours worked by Project Manager on behalf of the NET RMA under this Agreement shall not exceed forty (40) hours per month. The number of hours, if any, to be worked by any other CTRMA employees or consultants under this Agreement shall be as agreed to by the Parties on an "as needed" and "as available" basis.

3. Compensation. Subject to paragraph 4 below, the CTRMA shall invoice the NET RMA on a monthly basis for services rendered by Project Manager or other CTRMA employees or consultants. The rate charged for Project Manager's services under this Agreement shall be \$100 per hour, and in no event shall the aggregate amount paid by the NET RMA for Project Manager's services exceed \$60,000 annually. The rate charged for services provided by any other CTRMA employees or consultants shall be as set forth in Appendix "A" or as otherwise agreed to by the Parties. Actual expenses for travel and lodging incurred in the performance of work under this Agreement shall be reimbursable by NET RMA to CTRMA, subject to paragraph 4 below.

4. Payment. Payments due to the CTRMA under this Agreement shall be made by the NET RMA to:

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

All amounts invoiced to the NET RMA must be reimbursable by TxDOT pursuant to the Financial Assistance Agreement between the NET RMA and TxDOT related to the Loop 49 Toll Project (a copy of which is attached hereto as Appendix "B"). The NET RMA shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the CTRMA. Payment shall be due to the CTRMA from the NET RMA within thirty (30) days of the NET RMA's receipt of payment from TxDOT. CTRMA acknowledges that, unless agreed

otherwise by the Parties for specific work, NET RMA shall have no liability for amounts invoiced by CTRMA which are not to be reimbursable by TxDOT under the Financial Assistance Agreement.

III. GENERAL AND MISCELLANEOUS

1. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2007. The term of this Agreement may be terminated upon thirty (30) days written notice by either Party or be extended by written agreement of the Parties.

2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

3. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.


5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

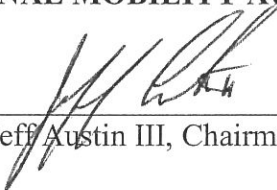
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Robert E. Tesch, Chairman

**NORTH EAST TEXAS
REGIONAL MOBILITY AUTHORITY**

By: 
Jeff Austin III, Chairman

APPENDIX "A"
RATE SCHEDULE

Position	Hourly Rate
Chief Financial Officer	91.14
Community Development Director	67.46
Director of Operations	76.05
Director of Communications	59.52
Communications Specialist	26.45
General Counsel	85.97

APPENDIX "B"

**FINANCIAL ASSISTANCE AGREEMENT BETWEEN NET RMA AND TXDOT FOR
THE LOOP 49 TOLL PROJECT**

FINANCIAL ASSISTANCE AGREEMENT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the North East Texas Regional Mobility Authority, a political subdivision ("NET RMA"), for the purpose of providing financial assistance in connection with the further study and development of the proposed Loop 49 Project.

RECITALS

The parties acknowledge the following:

A. The NET RMA is a regional mobility authority formed pursuant to Chapter 370 of the Transportation Code and 43 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules").

B. The NET RMA has identified the continuation and completion of the proposed Loop 49 Project from I-20 to SH 110 in Smith County as its first project.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Transportation Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance or operation of a toll facility.

D. TxDOT has adopted rules at 43 Tex. Admin. Code § 27.50 *et seq.* (the "Toll Equity Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility.

E. On or about October 6, 2005, the NET RMA submitted a request, pursuant to the Toll Equity Rules, for financial assistance to fund certain development costs of the Loop 49 Project. The four segments included in the request involve the proposed expansion of Segments 1 and 2 from SH 155 to FM 756 to a four-lane facility, and the development of Segment 3 from I-20 to SH 155 and Segment 5 from FM 756 to SH 110.

F. On November 17, 2005, and January 26, 2006, the Texas Transportation Commission ("Commission"), pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval to the award by TxDOT of financial assistance in an amount not to exceed \$12.25 million, in the form of a loan, for the further study and development of four segments of the Loop 49 Project in Smith County, including the costs of certain design and engineering services necessary for project development, traffic and revenue studies as needed, and legal and financial advisory services. In Minute Order No. 110388, the Commission authorized the Executive Director to enter into a financial assistance agreement with the NET RMA.

G. On February 7, 2006, the NET RMA Board of Directors accepted the award of financial assistance and authorized the Chairman to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. TxDOT will provide financial assistance to the NET RMA in the amount of up to \$12.25 million to be used for further study and development of four segments of the Loop 49 Project in Smith County, including the costs of design and engineering services necessary for project development, traffic and revenue studies as needed, other permissible project related costs, and legal and financial advisory services. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A to this Agreement that are incurred during the course of project related work performed by NET RMA staff and legal, financial, engineering, and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (a) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed, (b) the amount of indirect costs to be reimbursed in a month will be determined by multiplying the percentage of direct costs on the applicable project to total costs in that month by the amount of indirect costs, and (c) in the event the NET RMA subsequently receives additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses and indirect overhead allocations may not exceed 100% of those expenses.

2. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request from the NET RMA, which request shall comply with the invoice requirements prescribed in Attachment A to this Agreement, and which shall also include the following:

- a. the amount requested;
- b. a description of the use of the funds requested; and
- c. copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

3. The NET RMA may, but is not obligated to, request pre-approval of costs to be incurred in connection with the project development work for the Loop 49 Project, and which are to be paid with funds disbursed under this Agreement, provided the amount of such costs, as determined by TxDOT, is reasonable and consistent with prior invoiced amounts and industry standards. Except for expenditures which are subject to any such pre-approval, TxDOT shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event the NET RMA will have the right to submit additional information to clarify the use of the funds requested or to provide any missing documentation.

4. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

5. Amounts disbursed to, or on behalf of, the NET RMA pursuant to this Agreement must be repaid to TxDOT. The obligation to begin making repayments shall accrue upon the occurrence of any of the following:

- a. the NET RMA can issue bonds secured by revenue of the Loop 49 Project that when combined with other funding sources is sufficient to complete the project and repay this financial assistance provided by TxDOT under this agreement, in which case the total amount of funds advanced shall be repaid from bond proceeds; or
- b. the Loop 49 Project is opened for normal and continuous operations and use by the traveling public, provided that the NET RMA shall not be obligated to pay to TxDOT more than ten percent (10%) of the project revenues it receives in any single calendar year, such obligation to continue until the full amount disbursed by TxDOT under this Agreement is repaid.

6. In the event the Loop 49 Project is not developed by the NET RMA, all work product associated with the Loop 49 Project and procured with funds granted under this Agreement shall, at TxDOT's request, be transferred to the department, along with all right, title and interest in and to such work product.

7. Any default by the NET RMA in making repayments of financial assistance provided under this Agreement which remains uncured after sixty (60) days prior written notice provided by TxDOT shall result in an obligation on the part of the NET RMA to transfer the Loop 49 Project, along with all right, title and interest in and to any and all work product associated with the Loop 49 Project. Any transfer of the facility would be subject to the rights of holders of any outstanding senior debt.

8. The NET RMA will comply with applicable state and federal law in the performance of its work under the agreement and will comply with any other applicable provision of the Toll Equity Rules relating to the performance of work. The NET RMA shall not begin the development of a schematic or the performance of any other design work for the Loop 49 Project until a project development agreement is executed by TxDOT and the NET RMA.

9. The NET RMA will maintain its books and records relating to the Loop 49 Project and the financial assistance provided under the agreement in accordance with the requirements of 43 TAC § 27.55(b)(2), and will comply with the audit requirements and other requirements relating to project records in 43 TAC § 27.55(b).

10. Nothing herein shall be construed as compliance with any applicable requirements relating to transfer of the Loop 49 Project, or as an approval of the Loop 49 Project or the transfer of the project.

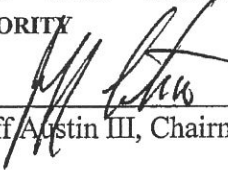
11. Nothing herein shall excuse compliance, if applicable, by the NET RMA with any or all environmental permits, issues and commitments necessary for development and ultimate operation of the Loop 49 Project.

This Agreement shall be effective as of the 7th day of March, 2006.

TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Michael Behrens, Executive Director

**NORTH EAST TEXAS REGIONAL MOBILITY
AUTHORITY**

By: 
Jeff Austin III, Chairman

Attachment A to Financial Assistance Agreement

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: TxDOT will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue fee" is reimbursable only if the change was at TxDOT's request or change in meeting because of TxDOT.

Personal Automobile Mileage: Up to the state approved rate of **.445 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable. Legible itemized receipts are required.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. Legible itemized receipts are required. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable such as: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). *Tips and alcohol are not reimbursable.*

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

RESOLUTION NO. 06-57

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

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

WHEREAS, in Resolution No. 04-18, dated May 5, 2004, the Board of Directors found the services of a trustee for the administration of trust indenture requirements to be important to the operations of the CTRMA and a requirement of purchasers of CTRMA-issued revenue bonds; and

WHEREAS, the CTRMA solicited proposals for the provision of trustee services, and in Resolution No. 04-34, dated July 28, 2004, the Board of Directors selected JP Morgan to provide trustee services under the bond trust indenture for the 183-A Turnpike Project, and the CTRMA subsequently entered into an agreement with JP Morgan for the provision of such services; and

WHEREAS, due to a change in ownership of JP Morgan’s corporate trust business, staff has recommended that the CTRMA initiate a new procurement process to retain one or more qualified financial institutions to perform trustee services for the CTRMA; and

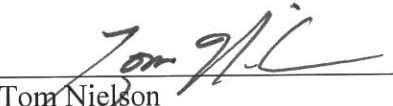
WHEREAS, the Board of Directors agrees that such services should be procured and desires that staff initiate the process for procuring trustee services by drafting and issuing a request for proposals (“RFP”) to solicit responses from those institutions interested in providing such services to the CTRMA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the Executive Director and staff to develop and issue an RFP to solicit institutions interested in providing trustee services to the CTRMA; and

BE IT FURTHER RESOLVED, that the Executive Director shall implement a process to review the RFP responses and develop recommendations for the Board of Directors as to the best qualified firm or firms to provide trustee services to the CTRMA.

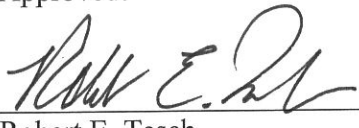
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-57
Date Passed 09/27/06

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

RESOLUTION NO. 06-58

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

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


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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of August 2006 and has caused a Financial Report for August 2006 to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for August 2006, attached hereto as Attachment "A."

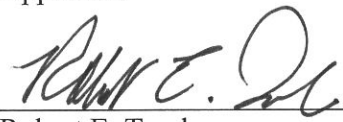
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of September, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-58
Date Passed 09/27/06

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

Revenue	Budget FY 2007	Actual Year To Date 8/31/2006	Percent Of Budget	Actual Year To Date 8/31/2005
Toll Revenue-Cash-183A	510,000.00	0.00		0.00
Toll Revenue-TxTag-183A	510,000.00	0.00		0.00
Interest Income	503,050.00	82,696.76	16.44%	69,093.73
Reimbursed Expenditures	51,000.00	8,422.26	16.51%	0.00
Total Revenue	1,574,050.00	91,119.02	5.79%	69,093.73

Expenditures	Budget FY 2007	Actual Year To Date 8/31/2006	Percent Of Budget	Actual Year To Date 8/31/2005
Regular	1,210,148.00	115,292.26	9.53%	87,175.07
Part Time	17,000.00	0.00		0.00
Overtime	10,000.00	0.00		0.00
Contractual Employees	130,000.00	29,200.00	22.46%	21,125.00
TCDRS	155,866.00	15,318.05	9.83%	12,160.97
FICA	64,527.00	6,015.33	9.32%	4,983.74
FICA MED	17,939.00	1,636.41	9.12%	1,234.61
Health Insurance	117,223.00	14,376.26	12.26%	3,033.64
Life Insurance	1,682.00	200.50	11.92%	0.00
Auto Allowance	9,000.00	1,050.00	11.67%	1,300.00
Other Benefits	88,471.00	3,512.33	3.97%	0.00
Unemployment Taxes	4,590.00	179.00	3.90%	0.00
Workers Compensation	5,324.00	0.00		0.00
Total Salaries & Wages	1,831,770.00	186,780.14	10.20%	131,013.03

**Central Texas Regional Mobility Authority
Income Statement
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	Budget FY 2007	Actual Year To Date 8/31/2006	Percent Of Budget	Actual Year To Date 8/31/2005
Contractual Services				
Professional Services				
Accounting	12,000.00	1,354.04	11.28%	5,951.25
Auditing	35,000.00	11,000.00	31.43%	8,500.00
Financial Advisors	4,000.00	0.00		0.00
General Engineering Consultant	450,000.00	0.00		5,568.75
General System Consultant	100,000.00	0.00		0.00
Geotechnical	1,200,000.00	0.00		0.00
Human Resources	22,000.00	65.20	0.30%	0.00
Legal	300,000.00	0.00		30,294.36
Photography	15,000.00	0.00		3,195.00
Traffic & Revenue Consultants	40,000.00	0.00		0.00
Transcripts	2,000.00	0.00		1,339.50
Total Professional Services	2,180,000.00	12,419.24	0.57%	54,848.86
Other Contractual Services				
IT Services	25,000.00	1,665.25	6.66%	0.00
Graphic Design Services	50,000.00	0.00		18,804.02
Website Maintenance	20,000.00	57.00	0.29%	0.00
Research Services	45,000.00	0.00		0.00
Copy Machine	13,000.00	670.18	5.16%	0.00
Software licenses	21,675.00	6,524.80		0.00
Advertising	50,000.00	0.00		0.00
Direct Mail	20,000.00	0.00		0.00
Video Production	50,000.00	0.00		0.00
Television	150,000.00	27,293.50	18.20%	0.00
Radio	50,000.00	0.00		0.00
Security Contracts	60,000.00	70.40	0.12%	0.00
Cell Phones	10,170.00	829.02	8.15%	548.99
Local	18,240.00	1,033.87	5.67%	0.00
Long Distance	2,400.00	51.68	2.15%	0.00
Internet	4,000.00	612.00	15.30%	0.00
Other Communication Expense	1,000.00	20.26	2.03%	343.50
Dues & Subscriptions	7,200.00	600.00	8.33%	-1,155.00
Memberships	18,950.00	115.00	0.61%	0.00
Continuing Education	9,000.00	304.00	3.38%	0.00
Professional Development	11,000.00	0.00		6,133.00
Seminars and Conferences	21,400.00	9,500.00	44.39%	2,978.39
Total Travel	70,500.00	4,732.26	6.71%	12,739.35
Other Contractual Svcs	9,000.00	735.00	8.17%	0.00
Contractual Contingencies	161,000.00	0.00		
Total Other Contractual Services	826,860.00	54,814.22	6.63%	40,392.25
Total Contractual Expenses	3,006,860.00	67,233.46	2.24%	95,241.11

Materials and Supplies	Budget FY 2007	Actual Year To Date 8/31/2006	Percent Of Budget	Actual Year To Date 8/31/2005
Books & Publications	3,600.00	371.22	10.31%	0.00
Office Supplies	18,750.00	2,123.37	11.32%	2,094.20
Computer Supplies	17,500.00	0.00		0.00
Copy Supplies	6,000.00	0.00		0.00
Annual Report	20,000.00	0.00		0.00
Other Reports	60,500.00	0.00		0.00
Office Supplies	18,350.00	0.00		83.82
Maintenance Supplies	500.00	0.00		0.00
Promotional Items	12,500.00	0.00		0.00
Displays	10,000.00	0.00		0.00
Tools & Equipment	2,250.00	0.00		0.00
Misc Materials & Supplies	6,000.00	0.00		0.00
Total Materials & Supplies Exp	175,950.00	2,494.59	1.42%	2,178.02
Operating Expenses				
Gasoline	10,000.00	0.00		0.00
Mileage Reimbursement	8,200.00	275.26	3.36%	759.16
Parking	22,100.00	3,015.44	13.64%	278.36
Meeting Facilities	3,000.00	0.00		0.00
Meeting Expense	4,900.00	515.43	10.52%	0.00
Public Notices	3,500.00	0.00		189.30
Postage	11,500.00	15.99	0.14%	0.00
Overnight Services	2,200.00	37.12	1.69%	0.00
Delivery Services	3,200.00	161.02	5.03%	0.00
Insurance	26,200.00	4,193.76	16.01%	1,318.50
Reimbursements	1,150.00	0.00		17.07
Repair and Maintenance	3,600.00	0.00		0.00
Rent	162,290.00	26,700.20		0.00
Water	17,000.00	0.00		0.00
Electricity	7,400.00	308.35	4.17%	0.00
Natural Gas	500.00	0.00		0.00
Amortization Expense	30,000.00	5,913.15	19.71%	397.54
Dep Exp- Furniture & Fixtures	12,000.00	1,591.30	13.26%	0.00
Dep Expense - Equipment	12,000.00	1,564.12	13.03%	0.00
Dep Expense-Communic Equip	6,000.00	990.03	16.50%	0.00
Depreciation Expense-Computers	48,000.00	7,253.65	15.11%	-22,227.99
Recruitment	4,000.00	0.00		0.00
Community Initiative Grants	200,000.00	0.00		0.00
Total Operating Expense	598,740.00	52,534.82	8.77%	-19,268.06
Financing Expenses				
Arbitrage Rebate	1,000.00	0.00		0.00
Loan Fees	10,500.00	0.00		0.00
Bond Issuance Cost	25,000.00	0.00		0.00
Trustee Fees	3,800.00	633.34	16.67%	633.32
Bank Fees	1,000.00	0.00		0.00
Credit Card Fees	1,000.00	0.00		0.00
Contingency	20,000.00	0.00		0.00
Total Financing Expense	62,300.00	633.34	1.02%	633.32
Total Expenses	5,675,620.00	309,676.35	5.46%	209,797.42
Net Income	-4,101,570.00	-218,557.33		-140,703.69

Central Texas Regional Mobility Authority
Balance Sheet
As of August 31, 2006

August 31, 2005

Assets			
Current Assets			
Cash in Operating Fund		17,196.52	(27,378.36)
Cash In TexSTAR	7,817,529.20		12,101,521.67
Cash in Chase Money Mkt Funds	530,006.03		77,572.13
Money Market Payroll Account	37,213.80		0.00
Restricted Cash-TexStar	21,560,428.45		31,055,325.94
Total Cash Equivalents		29,945,177.48	43,234,419.74
Accounts Receivable	111.30		0.00
Interest Receivable	156,924.15		44,197.38
Agencies		19,323,987.95	9,012,472.13
Prepaid Insurance	6,290.50		2,637.02
Prepaid Expenses	2,216.65		1,900.04
Total Prepaid Expenses		8,507.15	4,537.06
Total Current Assets		49,451,904.55	52,268,247.95
Construction Work In Process			
Utility Relocation Expense	31,582.56		7,068.41
Consulting-Admin Services	658,922.14		252,579.28
Consulting-Reimbursed Expenses	121.82		184.14
Environmental Fees	398,750.00		398,750.00
Funding Costs	30,000.00		30,000.00
Legal Fees-Construction	1,825,481.80		1,351,447.84
Traffic & Revenue Analysis	1,950,481.96		928,018.47
Unsuccessful Proposers	356,625.82		356,625.82
Engineering	1,922,561.04		0.00
Right of Way	116,126.61		0.00
Total Preliminary Costs		7,290,653.75	3,324,673.96
Public Involvement	173,044.89		0.00
CDA Oversight	4,529,444.13		497,481.81
Engineering	14,082,913.49		12,101,062.27
Total Construction Engineering		18,785,402.51	12,598,544.08
Design	25,490,434.41		3,252,882.61
Construction-CDA	89,979,346.89		33,251,349.08
Other Construction Costs	75,465.53		0.00
Total Construction		115,545,246.83	36,504,231.69
Toll Collection System		2,926,579.12	151,656.00
Accrued Interest Income	(10,921,820.39)		(4,395,521.25)
Accrued Interest Expense	17,930,489.98		6,375,836.34
Amortization of Bond Premium	(2,381,487.16)		(859,496.98)
Amortization Bond Disc Invest	(167,819.92)		(19,805.25)
Total Accrued Interest		4,459,362.51	1,101,012.86
Amortization Bond Issue Costs		2,164,703.74	782,247.38
Total Construction WIP		151,171,948.46	54,462,365.97

Fixed Assets

Computers	115,571.52		91,787.11	
Accum Deprec-Computers	<u>(69,857.87)</u>	45,713.65	<u>(28,294.75)</u>	63,492.36
Computer Software	95,156.88		4,770.56	
Accumulated Amortization-Software	<u>(16,565.65)</u>	78,591.23	<u>(397.54)</u>	4,373.02
Furniture and Fixtures	52,585.65		0.00	
Accum Deprec-Furn & Fixtures	<u>(5,777.92)</u>	46,807.73	<u>0.00</u>	0.00
Equipment	28,777.93		0.00	
Accum Depec-Equipment	<u>(5,725.86)</u>	23,052.07	<u>0.00</u>	0.00
Communication Equipment	30,256.02		0.00	
Accum Deprec-Comm Equip	<u>(3,925.11)</u>	26,330.91	<u>0.00</u>	0.00
Leasehold Improvements		38,977.81		0.00
Total Fixed Assets		259,473.40		67,865.38
Other Assets				
Security Deposits		8,643.30		8,643.30
Long Term Investments				
GIC		101,077,732.12		191,058,722.94
Other Assets				
2005 Bond Issuance Costs		10,765,665.42		12,151,892.90
Total Assets		312,735,367.25		310,017,738.44

Liabilities**Current Liabilities**

Accounts Payable	121,202.53		104,554.18	
Vouchers Payable	0.00		0.00	
Interest Payable	1,917,157.01		2,113,544.71	
Deferred Compensation Payable	20.00		0.00	
TCDRS Payable	15,530.16		0.00	
Due to State of Texas	278.39		0.00	
Total Current Liabilities		2,054,188.09		2,218,098.89

Long Term Liabilities

Retainage Payable	5,906,926.46		542,232.48	
BANS 2005	66,000,000.00		66,000,000.00	
Senior Lien Revenue Bonds 2005	168,943,735.37		167,967,610.70	
Sn Lien Rev Bnd Prem/Disc 2005	7,476,719.39		8,998,709.57	
Total Long Term Liabilities	248,327,381.22		243,508,552.75	
Total Liabilities		250,381,569.31		245,726,651.64

Net Assets Section

Net Assets beginning		62,572,355.27		64,467,207.16
Current Year Operations		<u>(218,557.33)</u>		<u>(176,120.36)</u>
Total Liabilities and Net Assets		312,735,367.25		310,017,738.44

CTRMA INVESTMENT REPORT

		Month Ending 8/31/2006				Balance	Current	
Balance	7/31/2006	Additions	Discount Amortization	Accrued Interest	Withdrawals	8/31/2006	Rate as of 8/31/2006	Maturity
Amount in repo								
Construction Fund	90,958,841.57			251,765.06	5,249,260.94	85,961,345.69	3.35%	April 1, 2007
Debt Service Fund	15,073,965.00			41,972.12		15,115,937.12	3.35%	April 1, 2007
totals	106,032,806.57	0.00	0.00	293,737.18	5,249,260.94	101,077,282.81		
Amount in Trustee TexStar								
Additional Projects Fund	9,835,777.26			40,412.88	1,156,873.41	8,719,316.73	5.307%	
Renewal & Replacement Fund	5,843.12			26.10		5,869.22	5.307%	
TXDOT Grant Fund	5,954,585.84			26,601.78		5,981,187.62	5.307%	
Debt Service Reserve Fund	5,377,726.78	1,450,000.00		26,328.10		6,854,054.88	5.307%	
totals	21,173,933.00	1,450,000.00	0.00	93,368.86	1,156,873.41	21,560,428.45		
Amount in TexStar Operating Fund								
	6,960,545.15	1,050,000.00	0.00	32,384.05	225,400.00	7,817,529.20	5.307%	
Chase Money Market Fund								
-Proceeds Fund	3,449.61			14.61		3,464.22	5.02%	
-Operating Fund	1,057,055.94			4,490.31	1,050,000.00	11,546.25	5.02%	
-Additional Projects Fund	26,423.06	1,156,873.41		139.12	1,156,873.41	26,562.18	5.02%	
-Construction Fund	6,083.94	5,249,260.94		1,279.16	5,249,260.94	7,363.10	5.02%	
-Debt Service Fund	232,824.12			1,853.33		234,677.45	5.02%	
-Subordinate Lien DS Fund	1,508.22			458.28		1,966.50	5.02%	
-TXDOT Grant Fund	123,400.88			24,274.10		147,674.98	5.02%	
-Renewal and Replacement	77,073.83			327.22		77,401.05	5.02%	
-Debt Service Reserve Fund	1,463,140.34			6,209.96	1,450,000.00	19,350.30	5.02%	
totals	2,990,959.94	6,406,134.35	0.00	39,046.09	8,906,134.35	530,006.03		
Money Market Fund-payroll								
	2,155.24	105,400.00		26.82	95,054.38	12,527.68	4.96%	
Amount in Fed Agencies								
Amortized Principal	19,287,795.11			35,662.35		19,323,457.46		
Accrued Interest	19,287,795.11	0.00	35,662.35	43,341.95	0.00	19,323,457.46		
Total in Repo's								
Total in Pools	106,032,806.57	0.00	0.00	293,737.18	5,249,260.94	101,077,282.81		
Total in Money Market	28,134,478.15	2,500,000.00	0.00	125,752.91	1,382,273.41	29,377,957.65		
Total in Fed Agencies	2,993,115.18	6,511,534.35	0.00	39,072.91	9,001,188.73	542,533.71		
totals	19,287,795.11	0.00	35,662.35	0.00	0.00	19,323,457.46		
Total Invested								
	156,448,195.01	9,011,534.35	35,662.35	458,563.00	15,632,723.08	150,321,231.63		

All Inve in the portfolio are in compliance with the CTRMA's Investment po

William Chapman, CFO

