

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

RESOLUTION NO. 07-33

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

WHEREAS, 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 the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for 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, 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 and 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, in coordination with the Developer and other interested parties, the construction of a crossover of Scottsdale Drive at 183-A at grade level (but not the connection of 183-A to Scottsdale Drive) is appropriate and requires the issuance of Change Order No. 22, in accordance with the terms attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Change Order No. 22 as set forth and in accordance with the terms in Attachment "A" attached hereto and hereby authorizes the Executive Director to finalize the terms associated with Change Order No. 22 and execute Change Order No. 22 as appropriate; and

BE IT FURTHER RESOLVED, that upon proper execution by all of the appropriate parties in accordance with the CDA, Change Order No. 22 shall be made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 22 is fully executed.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-33
Date Passed 7/25/07

Attachment "A"

Copy of Change Order No. 22 Memorandum and Summary

HNTB

M e m o r a n d u m

To: Mike Heiligenstein
Bill Chapman

Date: July 23, 2007

From: Richard Ridings

Subject: Change Order No. 022 – Construction of Scottsdale Crossover

Copies: Tom Nielson, Everett Owen, Ron Fagan

This attached Change Order (CO) No. 022 for the Scottsdale Crossover has been negotiated down to a cost of \$13,000 net to the CTRMA. The adjacent landowner and HCC will now pay for the crossover between the existing northbound and southbound frontage roads with CTRMA contributing \$13,000 for the additional ROW adjacent to the Block House Creek Subdivision. This ROW will provide additional noise and sight buffer from the 183A southbound Frontage Road.

Please note that this construction does not include the entrance on the west end of the crossover into the Block House Creek Subdivision.

The GEC has reviewed the subject CO and recommends approval.

EXHIBIT M

FORM OF CHANGE ORDER

CHANGE ORDER PROPOSAL NO. 022 CONTRACT NO. 183A Turnpike

SECTION 1

Originator: Rich Ginder

Date: July 23, 2007

Title: Project Scheduler

Contract No. 183A Turnpike

Company Name: Hill Country Constructors

DESCRIPTION:

Construct the crossover of Scottsdale between the existing northbound and southbound frontage roads of 183A and the driveway access from the NBRF to the property east of the ROW. The work will be constructed as shown on the plans provided by HNTB (Exhibit 22.3), except the width of the crossover pavement and sub-base is 24 feet wide. This change order is contingent on the exchange of the drainage easement of Parcel #61 (0.3405 acres) – Pecan Grove at no direct cost to HCC in exchange for a portion of the construction services included in this change order. Land Strategies, the land developer consultant who is working in behalf of the Pecan Grove development will pay an amount for \$49,779.00 directly to the CTRMA. The CTRMA will pay HCC a total of \$62,779.00 for the construction services. HCC will perform the difference of the total cost of the construction and markups and the amount of the change order with no payment in exchange for the drainage easement for Parcel #61 which is valued at \$66,843. A summary of the exchanges of funds and services are shown on Exhibit 22.6

Scope:

The CTRMA is responsible for the following items:

- Design of the Scottsdale Crossover
- Public Involvement
- Utility Adjustment and Coordination

HCC pricing includes the following items:

- Removal and disposal of trees within the proposed limits of Scottsdale

- Removal and replacement of topsoil which will be impacted by the proposed roadway addition.
- Re-seeding of the replaced topsoil
- Earthwork and grading. Since grading design was not complete, HCC made some assumptions of the amount of earthwork associated with this change order. The earthwork will be recalculated based on actual final grading design and surface elevations prior to construction of this change order.
- 8" Type 1 or equivalent flexible base – 24' wide crossover width
- 5.5" of Type B Hot Mix Asphalt Pavement – 24' wide crossover width
- 2" of CMHB Asphalt Pavement – 24' wide crossover width
- Quality Assurance
- Striping
- Signing
- Extended overhead for September 2007.

Additional Terms:

This change order includes pricing allowances for the settlement of the fiber connection line from SH-45 section 8 mainline toll plaza to the CTRMA's old office at the Briarwick location. Both parties agree to waive all claims for changes in the development price associated with the Briarwick office fiber connection line.

CAUSE OF CHANGE ORDER REQUEST:

HCC needed to purchase 0.2405 acres of Parcel #61 for a drainage easement. The property owner for this parcel requested the CTRMA construct a crossover between the frontage roads adjacent to the property in partial exchange for the drainage easement. The CTRMA requested that HCC provide the services to construct a future Scottsdale Road crossover and driveway under a change order.

Developer Project Manager **Date**

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 022

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 62,779.00. Documentation supporting the Change Order is attached as Exhibits CO.22.1 through CO.22.7.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Extended Amount</u>
B085282	CO #22 Scottsdale Crossover Between Frontage Roads – CTRMA Portion	1	LS	\$13,000.00	\$13,000.00
B085283	CO #22 – Scottsdale Crossover East Driveway – Land Developer Portion	1	LS	\$19,779.00	\$19,779.00
B085284	CO #22 – Scottsdale Crossover Between Frontage Roads – Land Developer Portion	1	LS	\$30,000.00	\$30,000.00

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

A.	Developer Labor (construction)		
1.	Wages ¹	\$	15,773.00
2.	Labor benefits ² (55% of A.1)	\$	8 675.00
B.	Developer and Subcontractor Labor (professional services)		
1.	Wages ¹ (Raw)	\$	0.00
2.	Labor benefits ² (145% of B.1, which includes		

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.

	overhead and profit)	\$	0.00
	3. Off-duty peace officers and patrol cruisers ¹	\$	0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$	6,988.00
D.	Developer Equipment ¹	\$	(49,134.00)**
E.	Subcontracts ¹ (Time and Materials costs)	\$	69,824.00
F.	Utility Direct Costs ¹	\$	0.00
G.	Overhead and Profit		
	1. Labor (25% of A.1 and A.2)	\$	6,112.00
	2. Traffic Control (5% of B.3)	\$	0.00
	3. Materials (15% of C)	\$	1,048.00
	4. Subcontracts (5% of E)	\$	3,491.00
	5. Utility Direct Costs (5% of F)	\$	0.00
H.	Grand Total	\$	62,779.00

** - \$66,843 was deducted from the equipment cost which is the portion of work HCC will perform in exchange for Parcel #61 ROW easement.

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 022

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:

- This work is scheduled to be completed in conjunction with the schedule for the subdivision wall added by change order no. 19 with additional time granted by change order no. 20. HCC's schedule execution for this change order is directly dependent on the following items by the CTRMA: 1) Relocation of PEC overhead pole; 2) Finalize design; 3) CTRMA Board Approval on July 25, 2007; and 4) Agreement between the land developer of Pecan Grove, the CTRMA, and HCC regarding the cost and exchange of services and funds between three organizations. If delays to these items cause the work to extend beyond October 30, 2007 the CTRMA will grant additional time and overhead at the monthly rate established in change order no. 20.

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 - 0 days from base of 850 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. 022

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

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 022

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

GEC Team Construction Manager (CDA) Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 022

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)

Project General Engineer (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 022

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. 022

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No

CTRMA Executive Director

Date

Comments:

**Exhibit CO.22.1
Cost Breakdown Spreadsheet**

EXHIBIT M

SCOTTSDALE - Joint CTRMA/Developer Responsibility and Developer Responsibility

A. DEVELOPER LABOR (CONSTRUCTION)	
1. WAGES	15,773
2. LABOR BENEFITS (55% OF A.1)	8,675
B. DEVELOPER AND SUBCONTRACTOR LABOR (PROFESSIONAL SERVICES)	
1. WAGES	-
2. LABOR BENEFITS (145% OF B.1)	-
3. OFF-DUTY PEACE OFFICERS AND PATROL CRUISERS	-
C. MATERIALS	6,988
D. EQUIPMENT	(49,134)
E. SUBCONTRACTS	69,824
F. UTILITY DIRECT COSTS	-
G. OVERHEAD & PROFIT	
1. LABOR (25% OF A.1 and A.2)	6,112
2. TRAFFIC CONTROL (5% OF B.3)	-
3. MATERIALS (15% OF C)	1,048
4. SUBCONTRACTS (5% OF E)	3,491
5. UTILITY DIRECT COSTS (5% OF F)	-
H. GRAND TOTAL	62,778

US 183A

SCOTTSDALE - Joint CTRMA/Developer Responsibility and Developer Responsibility

ITEM	DESCRIPTION	UOM	ORIGINAL QUANTITY	PROPOSED QUANTITY	DELTA	UNIT COST	A.1 LABOR	B.1 PROF SERV	C MATL	D EQUIP	E SUB	TOTAL	TOTAL w/ Markups
001	DEVELOPER RESPONSIBILITY (EAST DW)	SY	-	148	148	120.13	1,247	-	842	1,597	14,093	17,779	19,779
001A	FENCE REMOVAL	LF	-	64	64	2.53	100	-	-	62	-	162	256
001B	DRAINAGE	LF	-	84	84	102.25	-	-	-	-	8,589	8,589	9,019
001C	CUT TO FILL	CY	-	53	53	6.56	88	-	72	188	-	348	441
001D	HAUL, DUMP, AND SPREAD EXCESS	CY	-	53	53	5.75	52	-	-	253	-	305	354
001E	STRIP AND REPLACE TOPSOIL	SY	-	249	249	1.59	139	-	-	226	30	395	527
001F	TREE REMOVAL	EA	-	-	-	-	-	-	-	-	-	-	-
001G	SAWCUT EXISTING ASPHALT	INF	-	608	608	0.25	-	-	-	-	152	152	160
001H	FINISH SUBGRADE	SY	-	148	148	2.96	150	-	-	287	-	437	578
001I	BASE COURSE MTLs	TN	-	64	64	15.89	-	-	744	-	278	1,023	1,148
001J	PLACE SELECT BASE	TN	-	64	64	6.99	152	-	-	298	-	450	592
001K	FINISH SELECT BASE	SY	-	148	148	3.13	180	-	-	283	-	463	632
001L	AC PAVEMENT	TN	-	61	61	70.40	-	-	-	-	4,294	4,294	4,509
001M	STRIPING	LF	-	-	-	-	-	-	-	-	-	-	-
001N	SIGNS	EA	-	-	-	-	-	-	-	-	-	-	-
001O	SURVEY PERSONNEL	MO	-	0.0250	0.0250	14,060.00	327	-	25	-	-	352	661
001P	LABOR ESCALATION 5%	%	-	0.0500	0.0500	1,187.40	59	-	-	-	-	59	115
001Q	CONSTRUCTION QA	LS	-	1	1	749.31	-	-	-	-	749	749	787
002	JOINT CTRMA/DEVELOPER RESPONSIBILITY	SY	-	1,428	1,428	70.15	14,526	-	6,146	23,766	55,731	100,170	117,496
002A	FENCE REMOVAL	LF	-	-	-	-	-	-	-	-	-	-	-
002B	DRAINAGE	LF	-	164	164	102.25	-	-	-	-	16,769	16,769	17,608
002C	CUT TO FILL	CY	-	1,442	1,442	6.56	2,385	-	1,973	5,106	-	9,464	11,996
002D	HAUL, DUMP, AND SPREAD EXCESS	CY	-	1,441	1,441	5.75	1,408	-	-	6,884	-	8,292	9,612
002E	STRIP AND REPLACE TOPSOIL	SY	-	2,034	2,034	1.59	1,138	-	-	1,847	244	3,230	4,309
002F	TREE REMOVAL	EA	-	3	3	1,127.33	932	-	300	2,150	-	3,382	4,301
002G	SAWCUT EXISTING ASPHALT	INF	-	1,216	1,216	0.25	-	-	-	-	304	304	319
002H	FINISH SUBGRADE	SY	-	763	763	2.96	774	-	-	1,481	-	2,255	2,981
002I	BASE COURSE MTLs	TN	-	331	331	15.89	-	-	3,824	-	1,431	5,254	6,899
002J	PLACE SELECT BASE	TN	-	331	331	6.99	780	-	-	1,533	-	2,313	3,044
002K	FINISH SELECT BASE	SY	-	763	763	3.13	929	-	-	1,457	-	2,386	3,257
002L	AC PAVEMENT	TN	-	315	315	70.40	-	-	-	-	22,157	22,157	23,265
002M	STRIPING	LF	-	1,184	1,184	1.66	-	-	-	-	1,964	1,964	2,063
002N	SIGNS	EA	-	14	14	552.57	-	-	-	-	7,736	7,736	8,123
002O	SURVEY PERSONNEL	MO	-	0.05	0.05	14,060.00	653	-	50	-	703	1,323	1,340
002P	LABOR ESCALATION 5%	%	-	0.0500	0.0500	13,834.33	692	-	-	-	-	692	1,340
002Q	CONSTRUCTION QA	LS	-	1	1	5,125.76	-	-	-	-	5,126	5,126	5,382
002R	TRAFFIC CONTROL MOT	LS	-	0.25	0.25	32,570.00	4,835	-	-	3,307	-	8,143	12,676
003	ADJUSTMENTS	LS	-	1	1	(74,497.00)	-	-	-	(74,497)	-	(74,497)	(74,497)
003A	CREDIT FOR EXCHANGE OF SERVICES	LS	-	1	1	(7,654.00)	-	-	-	(7,654)	-	(7,654)	(7,654)
003B	CREDIT FOR ROW FOR PARCEL 61	LS	-	1	1	(66,843.00)	-	-	-	(66,843)	-	(66,843)	(66,843)
TOTAL CONSTRUCTION COSTS													62,778

ITEM	DESCRIPTION	UOM	ORIGINAL QUANTITY	PROPOSED QUANTITY	DELTA	UNIT COST	A.1 LABOR	B.1 PROF SERV	C MATL	D EQUIP	E SUB	TOTAL	TOTAL w/ Markups
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- Modified quantities for grading, base, and asphalt quantities for a 24' wide road x 285 LF.

Exhibit CO.22.2
Detailed Cost Estimate for May Scope of Request for Cost Proposal

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ASCOTDALE	SCOTTSDALE BUILDOUT	1.000 LS	302,560.575	45,841	22,525	61,010	173,185	302,561
	2,447.7 MAN-HOURS			PERM MATL.	21,996			
	Scottsdale Pavement Takeoff			JOB MATL.	529			

Grade 1 Base 8.00 inches
 Type B Asphalt 5.50 inches
 Type CMHB Asphalt 2.00 inches

ROADWAY	LF	FT	Avg Width	Area	Grade 1	Base	Type B	AC	Type CMHB	RESPONSIBLE
					SY	TN	TN	TN	TN	PARTY
Scottsdale Crossover	285	45	1,428	619	432	157				CTRMA/DEV
NBFR Left Decel	350	12	467	202	141	51				CTRMA
NBFR Left Decel	150	6	100	43	30	11				CTRMA
SBFR RIGHT ACCEL	1,200	8	1,067	462	323	117				CTRMA
SBFR RIGHT ACCEL	265	4	118	51	36	13				CTRMA
SCOTTSDALE WEST DW	57	44	279	121	84	31				CTRMA
Scottsdale East DW	30	44	148	64	45	16				DEVELOPER
Totals			3,605	1,562	1091	397				

001	SCOTTSDALE CROSSOVER	3,605.000 SY	74.893	26,499	22,525	47,781	173,185	269,990
	1,342.7 MAN-HOURS			PERM MATL.	21,996			
	FENCE REMOVAL			JOB MATL.	529			

001A	FENCE REMOVAL	64.000 LF	2.528	100		62		162
	5/10.0/1--- D - DAYS: 0.20	PROD. RATE: 32.00 LF/HR						

6.0 MAN-HOURS	10.667 LF PER MAN-HOUR	0.094 MAN-HOURS PER LF
01 OPERATOR FOREMAN 2006	L 0.500	0.406
02 FOREMAN'S PICKUP (HR)	E 0.500	0.115
03 GENERAL LABOR 2006	L 2.000	0.864
04 EXCAVATOR OPERATOR 2006	L 0.500	0.285
05 JD 710 G BACKHOE (2005)	E 0.500	0.858

001B	DRAINAGE	332.000 LF	102.252				33,948	33,948
				PERM MATL.				
				JOB MATL.				

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
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ASCOTDALE SCOTTSDALE BUILDOUT - CONTINUED...
 FIGURE SCOTTSDALE ROADWAY IS 44 FEET WIDE.
 EACH PIPE RUN EXTENDS 10 FEET ON EACH SIDE THE PAVEMENT.

01	RCP, 30" CL IV	s/	80.000 LF					69.450
02	RCP, 24" CL IV	s/	252.000 LF					72.030
03	SETP-CD (4:1), 24"	s/	6.000 EA					1,205.000
04	SETP-CD (4:1), 30"	s/	2.000 EA					1,505.000
001C	CUT TO FILL		2,960.000 CY	4,896	4,049	10,481		19,425

5/10.0/1--- D - DAYS: 4.00 PROD. RATE: 74.00 CY/HR PERM MATL. 3,920
 JOB MATL. 129

280.0 MAN-HOURS 10.571 CY PER MAN-HOUR 0.095 MAN-HOURS PER CY
 SUMMARY OF EARTHWORK

LOCATION	FILL	CUT	EARTHWORK PART OF SUBDIVISION WALL GRADING
NBFR WIDENING	945	1,287	
SBFR WIDENING	0	0	
SCOTTSDALE CROSSOVER	132	1,587	
WEST SCOTTSDALE CONNECTION	111	33	
EAST SCOTTSDALE DRIVEWAY	0	53	
ADD 10% SWELL TO FILL	119		
TOTAL	1,307	2,960	

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
01	OPERATOR FOREMAN 2006	L	1.000					0.351
02	FRONT END LOADER OPR 06	L	1.000					0.195
03	CAT 966 G LOADER (2004)	E	1.000					0.924
04	DOZER OPERATOR 2006	L	1.000					0.250
05	CAT D6 XL (2003)	E	1.000					0.986
06	ROLLER OPERATOR 2006	L	1.000					0.257
07	HAMM 84" SGL PAD 15 TN - RENT	E	1.000					1.079
08	GRADESETTER	L	1.000					0.194
09	GENERAL LABOR 2006	L	1.000					0.187
10	WATER TRUCK DRIVER 2006	L	1.000					0.220
			1,653	1,039	4,049	10,481		19,425

ASCOTDALE SCOTTSDALE BUILDOUT

 - CONTINUED -

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
11	WATER TRUCK - FREIGHTLINER E	1.000	0.552					1.634
12	WATER METER RENT - CEDAR PARK j/	0.500 MO	257.610		129			
13	DUST CONTROL							

ADDITIONAL WORK DURATIONS:
 CLEAR & GRUB 1.0 DAYS
 EXCAVATION AND OG PREP 5.0 DAYS
 FINISHING 7.5 DAYS
 SELECT BASE 0.0 DAYS CONCURRENT WITH FINISHING

TOTAL CHANGE 13.5 DAYS
 ADDITIONAL WATER PURCHASE: 13.5 DAYS X 12 LOADS/DAY X 4,000 GAL = 648 MGAL

14	COMPACTION WATER	CY	GAL/CY	MGAL				
	TOPSOIL	793	20	16				
	EXCAVATION & EMBANKMENT	3,349	30	100				
	SELECT BASE	801	25	20				
	TOTAL ADDITIONAL WATER			136				

15	WATER BLOCKHOUSE MUD	p/	784.000 MGAL	5.000	3,920			
001D	HAUL AND SPREAD EXCESS		1,653.000 CY	5.754	1,615	7,897		9,512

5/10.0/1--- D - DAYS: 2.00 PROD. RATE: 82.65 CY/HR PERM MATL.
 JOB MATL.

01 AVERAGE HAUL= 10,000 FEET
 100.0 MAN-HOURS 16.530 CY PER MAN-HOUR 0.060 MAN-HOURS PER CY

LOAD	3.0 MIN	SPEED @	20 MPH
HAUL	5.7 MIN	SPEED @	25 MPH
DUMP	2.0 MIN		
RETURN	4.5 MIN		
TRAFFIC	2.0 MIN		
TOTAL	17.2 MIN		

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

 ASCOTDALE SCOTTSDALE BUILDOUT - CONTINUED...

USE 55 MIN/HOUR
 3.2 LOADS/HOUR
 7.0 CY/LOAD
 22.3 CY/HOUR

02	10 WHEEL END DUMP, 13T (OO)	E	4.000	1.936				3,200
03	GENERAL LABOR 2006	L	1.000	0.167	277			
04	DOZER OPERATOR 2006	L	1.000	0.224	371			
05	CAT D6 XL (2003)	E	1.000	0.883				1,459
06	FRONT END LOADER OPR 06	L	1.000	0.174	288			
07	CAT 950 F LOADER (1991)	E	1.000	0.498				824
08	ROLLER OPERATOR 2006	L	1.000	0.230	380			
09	HAMM 84" SGL PAD 15 TN - RENT	E	1.000	0.966				1,597
10	2.5-4M WATER TRUCK DRIVER	L	1.000	0.182	300			
11	WATER TRUCK - FREIGHTLINER	E	1.000	0.494				817
00LE	STRIP AND REPLACE TOPSOIL		6,669.000 SY	1.588	3,732			6,057
5/10.0/1---	D - DAYS: 5.00		PROD. RATE: 133.38 SY/HR					800
						PERM MATL.		
						JOB MATL.		

200.0 MAN-HOURS 33.345 SY PER MAN-HOUR 0.030 MAN-HOURS PER SY
 SUMMARY OF TOPSOIL REMOVE/REPLACEMENT

LOCATION	LENGTH (LF)	WIDTH (FT)	AREA (SY)	OCOST COVERED WITH SUBDIVISION WALL CHANGE ORDER
SCOTTSDALE CROSSOVER	286	64	2,034	
NBFR WIDENING	500	70	3,889	
SBFR WIDENING	1,465	0	0	
EAST SCOTTSDALE CONNECTION	35	64	249	
WEST SCOTTSDALE CONNECTION	70	64	498	
TOTAL TOPSOIL REMOVE	2,356	262	6,669	

01	OPERATOR FOREMAN 2006	L	1.000	741CY				
02	FOREMAN'S PICKUP (HR)	E	1.000	0.195	1,299			
03	DOZER OPERATOR 2006	L	1.000	0.055				367
04	CAT D6 XL (2003)	E	1.000	0.139	927			
05	GENERAL LABOR 2006	L	1.000	0.547				3,648
			1.000	0.104	691			

ASCOTDALE SCOTTSDALE BUILDOUT

 - CONTINUED -

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
06	WATER TRUCK DRIVER 2006	L 1.000	0.122	815				
07	WATER TRUCK - FREIGHTLINER	E 1.000	0.306			2,042		
08	DRILL SEED	s/ 6,669.000 SY	0.120				800	
001F	TREE REMOVAL	3.000 EA	1,127.157	932	300	2,150		3,381
5/10.0/1--- D - DAYS: 1.00 PROD. RATE: 0.30 EA/HR								
55.0 MAN-HOURS 0.055 EA PER MAN-HOUR 18.333 MAN-HOURS PER EA								
THERE ARE THREE LARGE TREES THAT NEED TO BE REMOVED THAT ARE IN THE ALIGNMENT OF THE PROPOSED SCOTTSDALE CROSSOVER.								
01	OPERATOR FOREMAN 2006	L 1.000	86.570	260	300			
02	DOZER OPERATOR 2006	L 1.000	61.783	185				
03	CAT D6H DOZER (1995)	E 1.000	212.000			636		
04	FRONT END LOADER OPR 06	L 0.500	24.017	72				
05	CAT 938 G LOADER (1999)	E 0.500	71.183			214		
06	GENERAL LABOR 2006	L 3.000	138.270	415				
07	DUMP FEE	J/ 12.000 LD	25.000		300			
08	10 WHEEL END DUMP, 13T (00)	E 2.000	266.667			800		
09	ON JOB EQUIPMENT MOVE	e/ 1.000 LS	500.000			500		
001G	SAWCUT EXISTING ASPHALT	18,152.000 INF	0.250				4,538	4,538
PERM MATL. JOB MATL.								

01 SAW CUT EXISTING ASPHALT FOR WIDENINGS

NBFR	INSIDE	LF	IN	IN-FT
652	8	5,216		
SBFR	1,617	8	12,936	
TOTAL 18,152				
02	SAWCUT CONCRETE	s/ 18,152.000 INF		0.250
001H	FINISH SUBGRADE	3,606.000 SY		2.956
5/10.0/1--- T - DAYS: 3.61 PROD. RATE: 100.00 SY/HR				
PERM MATL. JOB MATL.				
201.9 MAN-HOURS 17.857 SY PER MAN-HOUR 0.056 MAN-HOURS PER SY				
TOTAL 7,001 10,659				

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ASCOTDALE SCOTTSDALE BUILDOUT								
----- CONTINUED -----								

WORK DESCRIPTION	QUANTITY	PROD. RATE	PER HOUR	HOURS
01 FINISH SUBGRADE	3,606.000 SY	100.000		36.06
DETAIL TOTALS	3,606.000			36.06 HOURS FOR ENTIRE CREW

02 INCLUDES ROUGHGRADE AND FINEGRADE.	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
03 OPERATOR FOREMAN 2006 L	1.000	0.260	937				
04 FOREMAN'S PICKUP (HR) E	1.000	0.074			265		
05 GENERAL LABOR 2006 L	1.000	0.138	499				
06 BLADE OPERATOR 2006 L	1.000	0.193	694				
07 CAT 140H BLADE (1998) E	1.000	0.574			2,070		
08 BLADE PRO LASER E	1.000	0.250			902		
09 FRONT END LOADER OPR 06 L	0.100	0.014	52				
10 CAT 950 F LOADER (1991) E	0.100	0.041			149		
11 ROLLER OPERATOR 2006 L	1.000	0.190	685				
12 HAMM 84" SGL PAD 15 TN - RENT E	1.000	0.799			2,879		
13 GENERAL LABOR 2006 L	1.000	0.138	499				
14 WATER TRUCK DRIVER 2006 L	0.500	0.082	294				
15 WATER TRUCK - FREIGHTLINER E	0.500	0.204			736		

001I	BASE COURSE MATLS	1,563.000 TN	15.892		18,076		6,763	24,839
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01 BASE COURSES	FROM STA	TO STA	AREA SY	PERM MATL. JOB MATL. GRADE 1	BASE CY
WEST SCOTTSDALE CONNECTION			279		62
EAST SCOTTSDALE CONNECTION			148		33
NBFR WIDENING			567		126
SBFR WIDENING			1,185		263
SCOTTSDALE			1,428		317
TOTAL			3,607		802
02 TOTAL ADDITIONAL QUANTITY					801 CY

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
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8" AGGREGATE BASE, GRADE 1 801 CY 1.95TN/CY 1,563TNS

ADD WASTE 30%

TOTAL GRADE 1 BASE 2,031TN

03 AGG BASE, GRADE 1 P/ 2,031.000 TN 8.900 18,076

04 HAUL AGG BASE S/ 2,031.000 TN 3.330 6,763

001J PLACE SELECT BASE 1,563.000 TN 6.994 3,686 7,246 10,932

5/10.0/1--- T - DAYS: 3.91 PROD. RATE: 40.00 TN/HR

195.4 MAN-HOURS 8.000 TN PER MAN-HOUR 0.125 MAN-HOURS PER TN

WORK DESCRIPTION	QUANTITY	PROD. RATE	PER HOUR	HOURS
01 PLACE BASE	1,563.000 TN	40.000	39.08	39.08
DETAIL TOTALS	1,563.000			39.08 HOURS FOR ENTIRE CREW

JOB MATL.	PERM MATL.
02 OPERATOR FOREMAN 2006 L 1.000 0.649 1,015	
03 FOREMAN'S PICKUP (HR) E 1.000 0.184 287	
04 GENERAL LABOR 2006 L 1.000 0.346 540	
05 BLADE OPERATOR 2006 L 1.000 0.481 752	
06 CAT 140H BLADE (1998) E 1.000 1.435 2,243	
07 ROLLER OPERATOR 2006 L 1.000 0.475 742	
08 HAMM 84" SGL PAD 15 TN - RENT E 1.000 1.996 3,120	
09 WATER TRUCK DRIVER 2006 L 1.000 0.408 637	
10 WATER TRUCK - FREIGHTLINER E 1.000 1.021 1,596	

001K FINISH SELECT BASE 3,606.000 SY 3.128 4,391 6,887 11,278

5/10.0/1--- T - DAYS: 4.01 PROD. RATE: 90.00 SY/HR

244.4 MAN-HOURS 14.754 SY PER MAN-HOUR 0.068 MAN-HOURS PER SY

WORK DESCRIPTION	QUANTITY	PROD. RATE	PER HOUR	HOURS
01 FINISH SELECT BASE	3,606.000 SY	90.000	40.07	40.07

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
ASCOTDALE SCOTTSDALE BUILDOUT								
07	ABR PAVING MOB	s/	2,000 EA	1,500.000				3,000
08	ABR PRIMING MOB	s/	2,000 EA	750.000				1,500
001M	STRIPING		1,000 LS	1,714.300				1,714

01 A REVISED ESTIMATE OF STRIPING IS BASED ON FINAL PLANS PER 7/13/07 DRAWINGS PROVIDED BY HNTB.

PERM MATL.	JOB MATL.							
02	REFL FV MK TY I (W) (4") (SLD)	S	650.000 LF	0.280				182
03	REFL FV MK TY I (W) (24") (SLD)	S	44.000 LF	5.000				220
04	REFL FV MK TY I (Y) (4") (SLD)	S	570.000 LF	0.300				171
05	REFL FV MK TY I (W) (ARROW)	S	3,000 EA	125.000				375
06	REFL FV MK TY I (W) (8") (SLD)	S	285.000 LF	0.500				143
07	REFL FV MK TY I (W) (WORD)	s/	3,000 EA	150.000				450
08	REF PAV MRK TY I-C	s/	29,000 EA	3.950				115
09	REF PAV MRK TY II A-A	s/	15,000 EA	3.950				59

001N	SIGNS		1,000 LS	7,736.000				7,736
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PERM MATL.	JOB MATL.							
01	SIGN ASSEMBLY - SCH 80 SA U	s/	6,000 EA	684.000				4,104
02	SIGN ASSEMBLY - 10 BWG SA P	s/	8,000 EA	454.000				3,632

001O	SURVEY PERSONNEL		0,100 MO	14,060.600			100	1,406
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5/10.0/1--- D - DAYS: 2.00

PERM MATL.	JOB MATL.							
01	SURVEY CHIEF	G	0,100 MO	5,200.000			520	
02	INSTRUMENT MAN	L	1,000	3,333.000			333	
03	CHAINMAN	L	2,000	4,527.600			453	
04	*SURV-SURVEY SUPPLIES	j/	0,100 MO	1,000.000			100	

001P	2007 LABOR ESCALATION		5,000 %	436.580			2,183	2,183
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PERM MATL.	JOB MATL.							
01	2007 LABOR ESCALATION	1/	43,658.000 \$	0.050			2,183	

ASCOTDALE SCOTTSDALE BUILDOUT
 =====
 - CONTINUED...
 =====

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
001Q	CONSTRUCTION QA	1.000 LS	12,932.480				12,932	12,932

01 RODRIGUEZ QA s/ 293,920.000 \$ 0.044
 02 AT BID TIME RODRIGUEZ QA TESTING WAS FIGURED TO BE 4.37% OF THE DIRECT CONSTRUCTION DOLLARS.

002	TRAFFIC CONTROL	1.000 LS	32,570.910	19,341			13,229	32,571

1,105.0 MAN-HOURS								

002A	ARROW BOARD	2.000 MO	4,392.000				8,784	8,784
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5/10.0/1--- D - DAYS: 80.00

01	ARROW BOARD	E	2.000	4,392.000			8,784	
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002B	DAILY M.O.T.	2.000 MO	11,893.455	19,341			4,445	23,787
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5/10.0/1--- D - DAYS: 34.00

1,105.0 MAN-HOURS		0.002 MO PER MAN-HOUR	552.500 MAN-HOURS PER MO	JOB MATL.	
01	LABORER FOREMAN 2006	L	1.000	8,830	
02	FOREMAN'S PICKUP (HR)	E	1.000	1,249.500	2,499
03	GENERAL LABOR 2006	L	2.000	4,701.180	9,402
04	POWER BROOM - ROSCO RB48	E	0.250	973.250	1,946
05	POWER BROOM OFER	L	0.250	554.455	1,109

Exhibit CO.22.3
Preliminary Design Plan Sheet

**Exhibit CO.22.4
Final Design Plan Sheet**



NOTE: ALL DRAINAGE DITCHES WILL BE CENTERED UNDER THE PAVEMENT, AND HAVE MINIMUM SLOPES OF 0.5% TO VARY FLOW LINES. WILL MATCH DITCH FLOW LINES.



183A TURNPIKE PROJECT
DRAINAGE PLAN
STA 511+00 TO STA 522+00

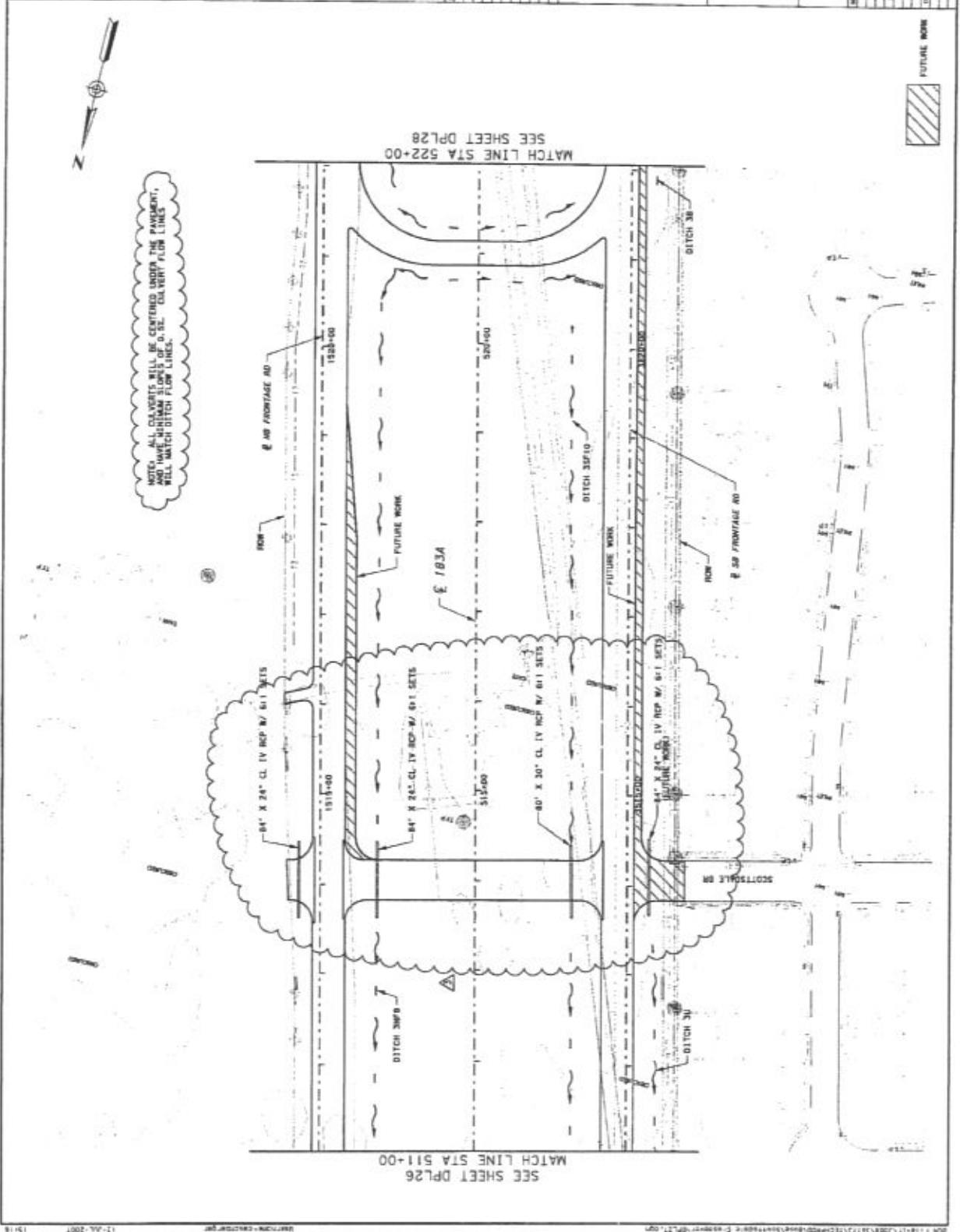
HORIZONTALS: 1" = 100'
DRAWING: DPL27
SHEET 30 OF 65 SHEETS

STATE OF TEXAS
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
183A TURNPIKE PROJECT
INTERDUM DESIGN
© 2007

MNTB
The MNTB Corporation
MOBILE NOTIFICATION TECHNOLOGY

DATE	DESCRIPTION
07/19/07	ISSUED FOR PERMITS
07/19/07	ISSUED FOR CONSTRUCTION
07/19/07	ISSUED FOR RECORDS

PROJECT NO.	183A
DATE	07/19/07
DESIGNER	CHRISTEN A. ESCHBERGER
CHECKER	CHRISTEN A. ESCHBERGER
DATE	07/19/07
PROJECT NO.	183A
DATE	07/19/07
DESIGNER	CHRISTEN A. ESCHBERGER
CHECKER	CHRISTEN A. ESCHBERGER



MATCH LINE STA 522+00
SEE SHEET DPL28

MATCH LINE STA 511+00
SEE SHEET DPL26



FUTURE WORK



NOTE: THIS SEAL IS FOR THE ORIGINAL DESIGN ONLY FOR ORIGINAL DESIGN.

NO.	DATE	REVISION
1	11/15/07	ISSUED FOR PERMITS
2	11/15/07	REVISED FOR PERMITS
3	11/15/07	REVISED FOR PERMITS
4	11/15/07	REVISED FOR PERMITS
5	11/15/07	REVISED FOR PERMITS
6	11/15/07	REVISED FOR PERMITS
7	11/15/07	REVISED FOR PERMITS
8	11/15/07	REVISED FOR PERMITS
9	11/15/07	REVISED FOR PERMITS
10	11/15/07	REVISED FOR PERMITS

183A TURNPIKE PROJECT
 ROADWAY CONSTRUCTION PLAN
 STA 511+00 TO STA 522+00

HORIZONTAL: 1" = 100'
 DRAWING: RPL27
 SHEET 27 OF 62 SHEETS

STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 183A TURNPIKE PROJECT
 INTERUM DESIGN
 © 2007

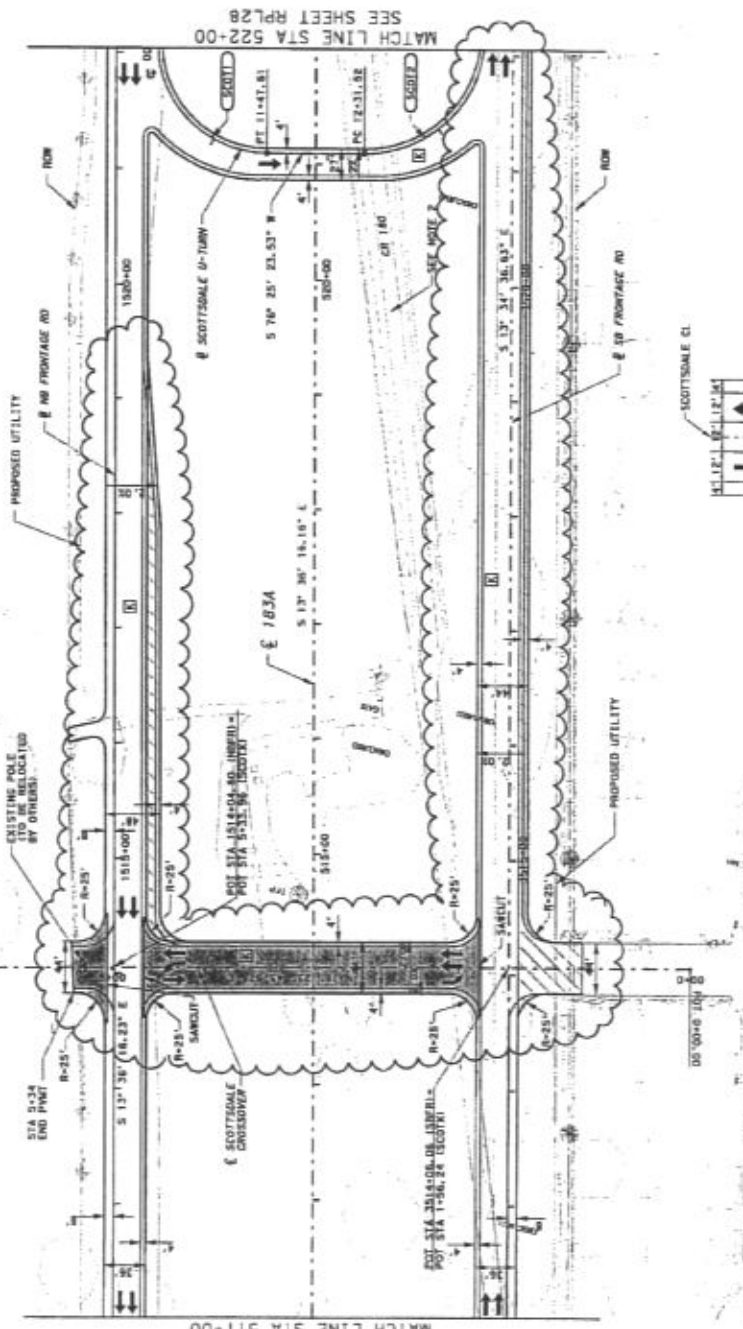
HNTB THE HNTB COMPANY
 REGISTERED PROFESSIONAL ENGINEERS

NO.	DATE	REVISION
1	11/15/07	ISSUED FOR PERMITS
2	11/15/07	REVISED FOR PERMITS
3	11/15/07	REVISED FOR PERMITS
4	11/15/07	REVISED FOR PERMITS
5	11/15/07	REVISED FOR PERMITS
6	11/15/07	REVISED FOR PERMITS
7	11/15/07	REVISED FOR PERMITS
8	11/15/07	REVISED FOR PERMITS
9	11/15/07	REVISED FOR PERMITS
10	11/15/07	REVISED FOR PERMITS

- NOTE: ALL DIMENSIONS ARE EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
1. SEE GEOMETRIC TABULATION SHEETS FOR CURVE INFORMATION. BE COORDINATED WITH ANY ON GOING UTILITY RELOCATIONS AND WITH ANY WORK ASSOCIATED WITH ADJACENT PROJECTS.
 2. SEE GEOMETRIC TABULATION SHEETS FOR CURVE INFORMATION.
 3. SEE GEOMETRIC TABULATION SHEETS FOR CURVE INFORMATION.

LEGEND

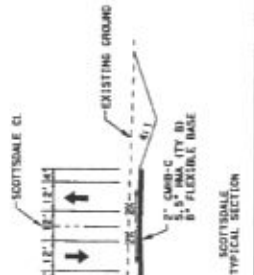
	CONC CURB AND GUTTER (TY I)
	CONC MONO CURB (TY I)
	CONC MONO CURB AND GUTTER (TY II)
	CONC MONO CURB AND GUTTER (TY III)
	SAW CUT
	550B #7 DRAINAGE SLOTS
	IMPACT ATTENUATOR
	BRIDGE APPROACH SLAB
	BAS-A (SPL) OR BAS-C (SPL)
	MANHOLE
	CATCH BASIN
	CTB



Beginning chain SCOTTSDALE (SMP) 10+00

Point 3	N	10,174,084.3920	E	3,089,113.5860	S/O	0+00, 00
Course from 3 to 2	N 76° 23' 43.97" E	0149,456.9163				
Point 2	N	10,174,239.0230	E	3,089,795.0160	S/O	8+05.95

Ending chain SCOTTSDALE (SMP) 10+00





Christen A. Leimbinger
 LICENSED PROFESSIONAL ENGINEER
 No. 93665
 State of Texas
 7/15/07

NO.	DATE	REVISION	DESCRIPTION

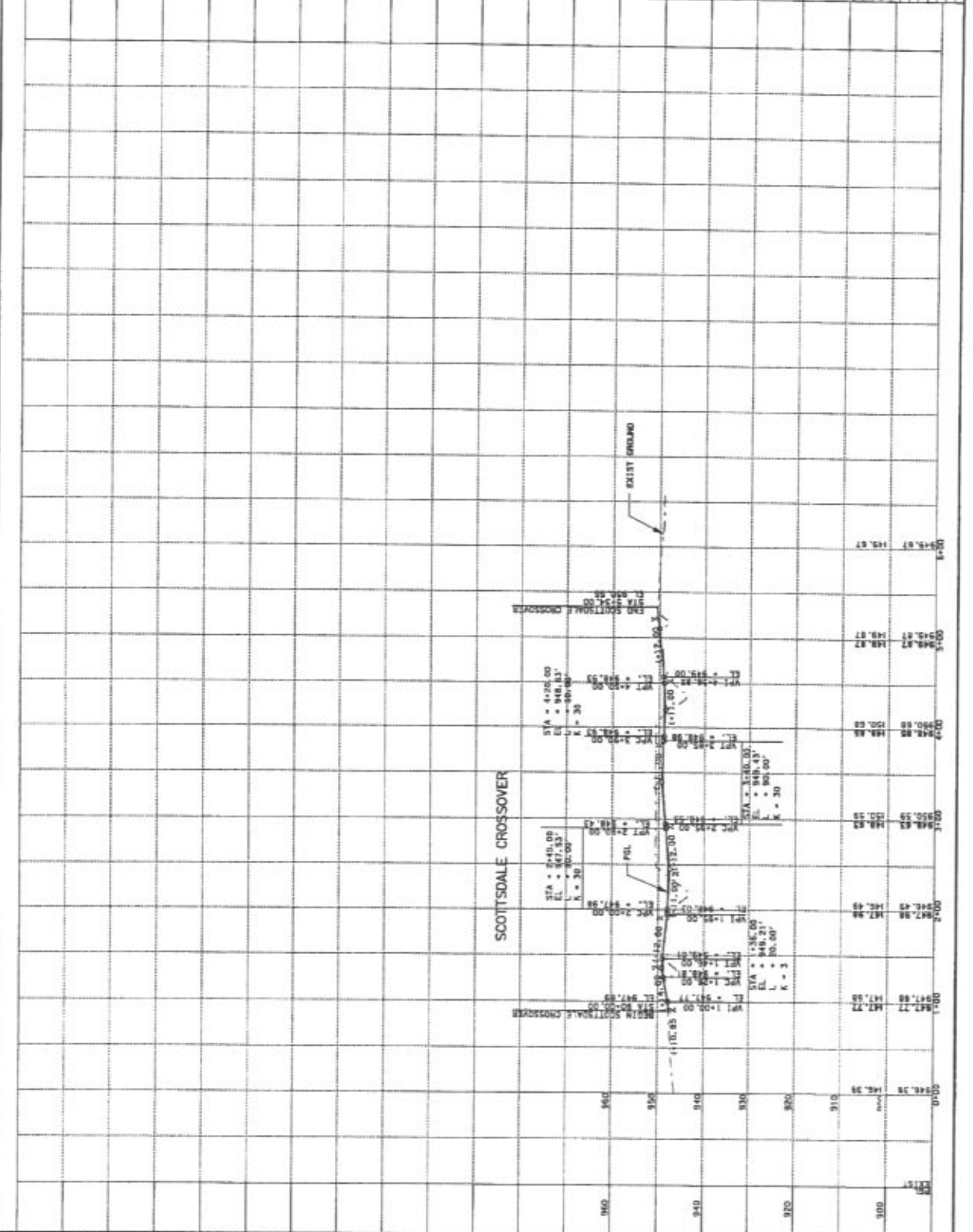
183A TURNPIKE PROJECT
 ROADWAY CONSTRUCTION PROFILE
 SCOTTSDALE CROSSOVER

HORIZONTAL: 1" = 100'
 VERTICAL: 1" = 20'
 DRAWING: RPR27C
 SHEET 1 OF 1 SHEETS

STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 183A TURNPIKE PROJECT
 INTERIM DESIGN
 © 2007

HNTB
 The HNTB Companies
 Highway Solutions Provider

DESIGNED BY	DATE	SCALE	PROJECT NO.	SHEET NO.
BY: [Signature]	08/15/07	AS SHOWN	183A TURNPIKE PROJECT	183A-01
CHECKED BY	DATE	SCALE	PROJECT NO.	SHEET NO.
BY: [Signature]	08/15/07	AS SHOWN	183A TURNPIKE PROJECT	183A-01
DESIGNED BY	DATE	SCALE	PROJECT NO.	SHEET NO.
BY: [Signature]	08/15/07	AS SHOWN	183A TURNPIKE PROJECT	183A-01





CHRISTOPHER A. ESCHMIED
 LICENSED PROFESSIONAL ENGINEER
 NO. 93665
 STATE OF TEXAS
 7/13/07

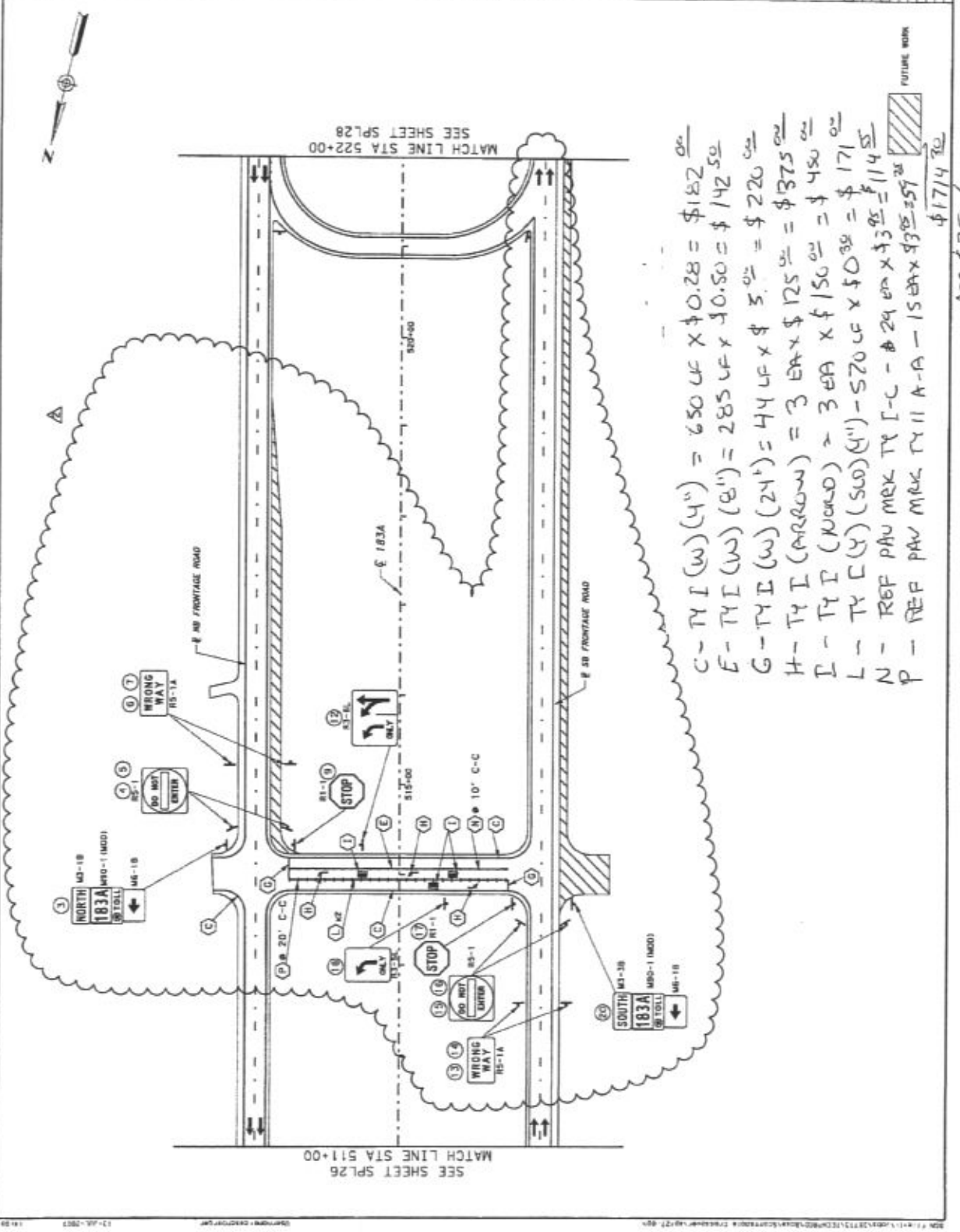
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95	8/15/14	ISSUED FOR PERMITS
96	9/15/14	ISSUED FOR PERMITS
97	10/15/14	ISSUED FOR PERMITS
98	11/15/14	ISSUED FOR PERMITS
99	12/15/14	ISSUED FOR PERMITS
100	1/15/15	ISSUED FOR PERMITS

183A TURNPIKE PROJECT
 SIGNING AND STRIPING PLAN
 STA 511+00 TO STA 522+00

HORIZONTAL: 1" = 100'
 DRAWING: SPL27
 SHEET 32 OF 35 SHEETS
 STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IBA TURNPIKE PROJECT
 INTERNAL DESIGN
 © 2007

HNTB
 The HNTB Companies
 Improving Mobility Worldwide

PROJECT NO.	183A
SHEET NO.	32
TITLE	183A TURNPIKE PROJECT
DATE	05/08
DESIGNER	WILLIAMSON
CHECKER	WILLIAMSON
DATE	05/08
SCALE	AS SHOWN
PROJECT LOCATION	183A



$C - TY I (W) (4'') = 650 LF \times \$0.28 = \$182.00$
 $F - TY I (W) (8'') = 285 LF \times \$0.50 = \$142.50$
 $G - TY I (W) (24'') = 44 LF \times \$5.00 = \$220.00$
 $H - TY I (ARROW) = 3 EA \times \$125.00 = \$375.00$
 $I - TY I (NOVCO) = 3 EA \times \$150.00 = \$450.00$
 $L - TY C (Y) (50'') (4'') - 570 LF \times \$0.30 = \$171.00$
 $N - REF PAU MEX TY I-C - 24 EA \times \$3.00 = \$72.00$
 $P - REF PAU MEX TY II A-A - 15 EA \times \$9.00 = \$135.00$
 TOTAL = \$1714.00

Approx \$250/mas

**Exhibit CO.22.5
Preliminary Construction Schedule**

A ID	Activity Description	Orig Dur	Rem Dur	Activity ID	E. Start	Early Finish	Total Float
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Dirtwork/Grading							
Scottsdale Crossover Change Order							
SC060	Remove Trees at Scottsdale 3 EA	2	2	SC060	27JUL07	30JUL07	34d
SC080	Strip Topsoil at Scottsdale	2	2	SC080	01AUG07	02AUG07	34d
SC070	Excavation/Embankment Scottsdale	4	4	SC070	03AUG07	09AUG07	34d
SC110	Subgrade Prep Scottsdale	3	3	SC110	17AUG07	21AUG07	32d
SC120	Place/Grade Flexbase Scottsdale	3	3	SC120	23AUG07	27AUG07	32d
SC190	Strip Topsoil East Driveway Connection	1	1	SC190	27AUG07	27AUG07	33d
SC200	Earthwork - East Driveway	1	1	SC200	28AUG07	28AUG07	33d
SC220	Subgrade Prep East Driveway	1	1	SC220	29AUG07	29AUG07	33d
SC230	Place/Grade Flexbase East Driveway	1	1	SC230	30AUG07	30AUG07	33d

Topsoil Dump/Spread/Finish							
Scottsdale Crossover Change Order							
SC150	Topsoil and Shoulder Scottsdale	3	3	SC150	04SEP07	06SEP07	31d
SC210	Topsoil and Shoulder East Driveway	1	1	SC210	07SEP07	07SEP07	31d

Concrete HCC							
Scottsdale Crossover Change Order							
SC100	SET's Drainage Culverts Scottsdale	4	4	SC100	17AUG07	23AUG07	41d
SC270	SET's Drainage Culverts - East Driveway	2	2	SC270	29AUG07	30AUG07	35d

Drainage Pipe/Box Setting Precast							
Scottsdale Crossover Change Order							
SC090	RCP @ Scottsdale	5	5	SC090	10AUG07	16AUG07	32d
SC240	RCP @ East Driveway	2	2	SC240	27AUG07	28AUG07	33d

Subcontractors							
Scottsdale Crossover Change Order							
SC130	ACP - Ty B - Scottsdale	3	3	SC130	28AUG07	30AUG07	31d
SC140	ACP - Ty CMHB - Scottsdale	1	1	SC140	31AUG07	31AUG07	31d
SC250	ACP - Ty B - East Driveway	1	1	SC250	31AUG07	31AUG07	33d
SC260	ACP - Ty CMHB - East Driveway	1	1	SC260	04SEP07	04SEP07	33d

CTRMA							
Scottsdale Crossover Change Order							
SC040	CTRMA Board Approval of Scottsdale CO	0	0	SC040	25JUL07*		33d
SC050	RMA Coord PEC Reloc OH elec at Scottsdale	20	20	SC050	25JUL07	24AUG07	33d

- Remove Trees at Scottsdale 3 EA
- Strip Topsoil at Scottsdale
- Excavation/Embankment Scottsdale
- Subgrade Prep Scottsdale
- Place/Grade Flexbase Scottsdale
- Strip Topsoil East Driveway Connection
- Earthwork - East Driveway
- Subgrade Prep East Driveway
- Place/Grade Flexbase East Driveway

- Topsoil and Shoulder Scottsdale
- Topsoil and Shoulder East Driveway

- SET's Drainage Culverts Scottsdale
- SET's Drainage Culverts - East Driveway

- RCP @ Scottsdale
- RCP @ East Driveway

- ACP - Ty B - Scottsdale
- ACP - Ty CMHB - Scottsdale
- ACP - Ty B - East Driveway
- ACP - Ty CMHB - East Driveway

- ◆ CTRMA Board Approval of Scottsdale CO
- RMA Coord PEC Reloc OH elec at Scottsdale



Exhibit CO.22.6
Exchange of Funds and Services between Parties

Scottsdale Crossover Exchange of Services

	Value	Notes
Total Construction Cost	\$ 137,275.00	
Total Construction Cost of Scottsdale Crossover between the Frontage Roads	\$ 117,496.00	HCC perform construction services
Total Construction Cost of East Driveway Connection	\$ 19,779.00	HCC perform construction services
Land Developer's Share of Payment for Crossover between Frontage Roads	\$ 30,000.00	Land Developer pay CTRMA
Land Developer's Payment for East Driveway Connection	\$ 19,779.00	Land Developer pay CTRMA
Land Developer's Credit to HCC in Exchange of Construction Services for Crossover and Driveway	\$ 66,843.00	HCC owes Land Developer no money for ROW
CTRMA payment to HCC for Change Order	\$ 50,653.00	Subtotal for Crossover minus HCC credit of \$66,843.00
	-\$30,000.00	Land Developer pay CTRMA
	<u>\$ 20,653.00</u>	Subtotal
	-\$7,653.00	Negotiated reduction
	<u>\$ 13,000.00</u>	CTRMA pay HCC in Form of Change Order
	\$20,000.00	Overhead Credit for Medical Pkwy
	\$48,547.00	Overhead Credit for Scottsdale Crossover
	<u>\$7,653.00</u>	Credit price on Scottsdale Crossover
	<u>\$76,200.00</u>	Negotiated Settlement for Briarwick Credit

**Exhibit CO.22.7
Subcontractor Quotes**

RECEIVED
JUL 09 2007

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309

AUSTIN, TEXAS 78709-0309

PHONE (512) 280-6666 FAX (512) 280-6066

By _____

INVOICE DATE: 06/31/07
 INVOICE NO: 0507107
 ESTIMATE NO: 11
 DATES: 5/1/07-5/31/07
 RSI JOB NO: 2991

HILL COUNTRY CONSTRUCTORS
 715 DISCOVERY BLVD., SUITE 313
 CEDAR PARK, TEXAS 78613

PAST DUE

PHONE: 512-528-2579
 FAX: 512-528-2598

OWNER: CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
 PROJECT: US 183-A TURNPIKE PROJECT #: 318815

ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	CHANGE ORDER QTY	CHANGE ORDER AMOUNT	PREVIOUS ESTIMATE QTY	THIS ESTIMATE QTY	AMOUNT THIS PERIOD	TOTAL TO DATE QTY	TOTAL TO DATE AMOUNT
MATERIAL ON HAND REQUEST - SEE ATTACHED:									88,138.52		187,821.80
MBOF w/ Radius Rail, it reqd	LF	17.27									
MBOF w/Blockouts, Timber Posts	LF	15.27	13,200.00	201,584.00	605.75	9,249.80	13,555.75	250.00	3,817.50	13,805.75	210,813.60
MBOF Transition - Thrie Deam	CA	1,000.00	40.00	42,400.00	3.00	2,120.00	42.00			42.00	44,520.00
Single Guardrail Terminal Type 1	EA	1,770.00	20.00	35,400.00	50.00	88,500.00	70.00			70.00	123,900.00
Terminal Anchor Section	EA	350.00	20.00	7,000.00	12.00	4,200.00	32.00			32.00	11,200.00
Bridge End Shoe	EA	250.00			2.00	500.00	1.00	1.00	250.00	2.00	500.00
Chain Link Fence 6', Galv, 9 ga.	LF	13.25	5,000.00	66,250.00			570.00	2,500.00	33,125.00	3,070.00	40,877.50
Vehicular Gate - Double 8'x12'	EA	750.00	4.00	3,000.00			2.00			2.00	1,500.00
Post & Cable Fence	LF	7.50	13,000.00	97,500.00							
Barbed Wire Fence Type C	LF	2.78	6,000.00	16,760.00	12,896.00	46,247.50	16,271.00	1,595.00	5,981.25	17,866.00	64,627.50
Barbed Wire Fence Type C End Post	EA	55.00	10.00	550.00							
B.W. Fence Type C Corner/Pull Post	EA	95.00	10.00	950.00	39.00	3,705.00	34.00	15.00	1,425.00	49.00	4,655.00
Gate Type 3	EA	100.00	5.00	500.00							
Woven Wire Fence Type U	LF	3.75	5,000.00	18,750.00							
Woven Wire Fence Type D End Post	EA	55.00	10.00	550.00							
Gate Type 2	EA	250.00	5.00	1,250.00			1.00			1.00	250.00
Change Order Work ordered by John Cornell:											
Carssow Prop; Woven Wire Fence Ty D	LF	3.75			2,010.00	7,587.50	1,970.00			1,970.00	7,387.50
and Addtl price for Special Req Work	LF	1.39			2,010.00	2,773.80	1,970.00			1,970.00	2,718.80
Remove & Replace guardrail	LF	25.00			100.00	2,500.00	37.50	62.50	1,562.50	100.00	2,500.00
Remove & Replace Single Guard Term	EA	1,250.00			1.50	1,875.00	1.00	0.50	625.00	1.50	1,875.00
Remove 24' gate & relocate	LS	975.00			1.00	975.00	1.00			1.00	975.00
Remove & relocate B' chain link fence	LF	13.75			647.00	8,996.25	647.00			647.00	8,996.25
Remove & relocate barrier gate	EA	2,650.00			1.00	2,650.00					
ADD PER SUBCONTRACT MODIFICATION #1 SMALL SIGNS:											
10 BWG SA U	EA	554.00			18.00	9,972.00	19.00	1.00	554.00	17.00	9,418.00
10 BWG SA T	EA	574.00			70.00	40,180.00	44.00	13.00	7,462.00	57.00	32,718.00
10 BWG SA P	EA	164.00			272.00	123,488.00	208.00	48.00	20,864.00	254.00	115,316.00
SCH 60 SA U	EA	684.00			32.00	21,888.00	35.00	2.00	1,368.00	37.00	25,308.00
SCH80 SA T	EA	624.00			14.00	8,736.00	12.00			12.00	7,488.00
SCH80 SA P	EA	582.00			18.00	9,312.00	12.00	1.00	582.00	13.00	7,566.00
10 BWG SA P-BM	EA	584.00			6.00	3,504.00	4.00			4.00	2,336.00
SCH89 (1) SA P-BM	EA	732.00			1.00	732.00					
SCH89 (1) SA U-EXT	EA	776.00			2.00	1,552.00	3.00			3.00	2,328.00
SCH89 (1) SA U-WC	EA	812.00			4.00	3,248.00	1.00			1.00	812.00
Mount Existing Signs	EA	575.00			6.00	3,450.00					
ADD PER SUBCONTRACT MODIFICATION #2:											
AVL Median Barrier Gate	EA	10,050.00			3.00	30,150.00					
Couplings for AVL Gate	EA	105.50			40.00	4,004.00	40.00			40.00	6,064.00
ADD PER QUOTE: Steel Posts	EA	225.00			24.00	5,400.00	21.00	3.00	675.00	24.00	5,400.00
Contract Mod#3: Wrought Iron Fence	LF	37.75			4,500.00	169,875.00	1,010.00	3,464.00	131,521.00	4,500.00	169,875.00
Per Thomas: Drill in Median	HR	200.00			35.50	7,100.00	35.50			35.50	7,100.00
Per Thomas: Replacement drill teeth	EA	6.00			27.00	162.00	27.00			27.00	162.00
Dumpster Fence & Gate	LS	3,388.00			1.00	3,388.00	1.00			1.00	3,388.00
Per G.O. Remove & Replace Sign Base	EA	275.00			24.00	6,600.00		24.00	6,600.00	24.00	6,600.00
Add: Bridge Mounts	EA	2,450.00			2.00	4,900.00		2.00	4,900.00	2.00	4,900.00
Add: Standby time waiting for lane close	HR	18.00			22.00	396.00		22.00	396.00	22.00	396.00
TOTALS				494,414.00		642,826.85			309,867.77		1,117,162.75

PROJECT TO DATE

CURRENT MONTH

Please remit payment to:
 Roadway Specialties, Inc.
 P.O. Box 90309, Austin, TX 78709
 Please include RSI Invoice # on payment.

TOTAL TO DATE	1,117,162.75	CURRENT BILLING	309,867.77
LESS RETAINAGE @ 5%	-55,858.14	CURRENT RETAINAGE	-15,493.39
LESS PREVIOUS INVOICES	-766,030.24	CURRENT DEDUCTS	
AMOUNT DUE THIS ESTIMATE	294,374.38	CURRENT AMOUNT DUE	294,374.38

UNITED RENTAL

12909 DESSAU ROAD
AUSTIN, TX 78754

Phone: 512-990-9525 Fax: 512-990-0336

CUSTOMER

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD SUITE 313
CEDAR PARK, TX 78613

APR 02 2007

Customer.....: 904553
Invoice.....: 128962-012
Invoice Date: 3/30/07
Project#.....: US 183 A
Project Name: US 183 A
PO#.....: CONTRACT
Contact.....: CHRIS JENSEN
Estimator...: PM ONLY
Created by...: URU23CJ
Salesperson...:5380 - BART LINDHOLM
Terms.....: Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS HIGHWAY TECHNOLOGIES, LP
36353 TREASURY CENTER
CHICAGO, IL 60694-6300

Jobsite Address: US 183 A, AUSTIN, TX 78754

Item Number	Description	UM	Qty	Contract		Quantities Earned		Amount Earned	
				Unit Price	Amount	To Date	Current	To Date	Current
677 0501	ELIM EXT PAV MRK & MRKR 4"	LF	20979.00	.850	17832.15	20979.00	11333.00 ✓	17832.15	9633.05
678 0501	PAV SURF PREP FOR MRKS (4")	LF	116251.00	.180	20925.18	116251.00	36673.00 ✓	20925.18	6601.14
678 0503	PAV SURF PREP FOR MRKS (8")	LF	12916.00	.350	4520.60	12916.00	2296.00 ✓	4520.60	803.60
678 0504	PAV SURF PREP FOR MRKS (12")	LF	5776.00	.750	4332.00	5776.00	257.00 ✓	4332.00	192.75
678 0507	PAV SURF PREP FOR MRKS (ARROW)	EA	4.00	15.000	60.00	4.00	4.00 ✓	60.00	60.00
678 0508	PAV SURF PREP FOR MRKS (WORD)	EA	4.00	20.000	80.00	4.00	4.00 ✓	80.00	80.00
678 0501	WZ PM REMOV W 4" SLD	LF	17760.00	1.350	23976.00	14508.00	780.00 ✓	19585.80	1053.00
662 0523	WZ PM REMOV Y 4" SLD	LF	19770.00	1.100	21747.00	16645.00	100.00 ✓	18309.50	110.00
662 0569	WZ PM NON-REMOV Y 4" SLD	LF	17557.00	.500	8778.50	17557.00	6044.00 ✓	8778.50	3022.00
168	WZ PM NON-REMOV W 4" SLD	LF	103900.00	.500	51950.00	19356.00	5160.00 ✓	9678.00	2580.00
170	REFL PAV MRK TY I W 4" SLD	LF	200000.00	.280	56000.00	102490.00	47082.00 ✓	28697.20	13182.96
171	REFL PAV MRK TY I W 4" BRK	LF	175000.00	.310	54250.00	45928.00	27658.00 ✓	14237.68	8573.98
172	REFL PAV MRK TY I W 8" SLD	LF	19580.00	.500	9790.00	19580.00	8960.00 ✓	9790.00	4480.00
173	REFL PAV MRK TY I W 12" SLD	LF	5794.00	2.250	13036.50	5794.00	275.00 ✓	13036.50	618.75
174	REFL PAV MRK TY I W 24" SLD	LF	1500.00	5.000	7500.00	683.00	683.00 ✓	3415.00	3415.00
175	REFL PAV MRK TY I W ARROW	EA	20.00	125.000	2500.00	12.00	12.00 ✓	1500.00	1500.00
176	REFL PAV MRK TY I W DBL ARROW	EA	12.00	175.000	2100.00	10.00	10.00 ✓	1750.00	1750.00
177	REFL PAV MRK TY I W WORD	EA	29.00	150.000	4350.00	29.00	29.00 ✓	4350.00	4350.00
178	REFL PAV MRK TY I Y 4" SLD	LF	200000.00	.300	60000.00	120351.00	63926.00 ✓	36105.30	19177.80
179/228	REFL PAV MRK TY II W 4" SLD	FT	120660.00	.180	21718.80	115746.00	40244.00 ✓	20834.28	7243.92
180	REFL PAV MRK TY II (W) (4") (BRK)	FT	63565.00	.180	11441.70	63565.00	13430.00 ✓	11441.70	2417.40
181	REFL PAV MRK TY II (W) (8") (SLD)	FT	23011.00	.350	8053.85	23011.00	12556.00 ✓	8053.85	4394.60
	REFL PAV MRK TY II W 12" SLD	FT	4059.00	1.250	5073.75	4059.00	257.00 ✓	5073.75	321.25

UNITED RENTAL

12909 DESSAU ROAD
JUSTIN, TX 78754
Phone: 512-990-9525 Fax: 512-990-0336

CUSTOMER

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD SUITE 313
CEDAR PARK, TX 78613

Customer.....: 904553
Invoice.....: 128962-012
Invoice Date: 3/30/07
Project#.....: US 183 A
Project Name: US 183 A
PO#.....: CONTRACT
Contact.....: CHRIS JENSEN
Estimator...: PM ONLY
Created by...: URU23CJ
Salesperson...:5380 - BART LINDHOLM
Terms.....: Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS HIGHWAY TECHNOLOGIES, LP
36353 TREASURY CENTER
CHICAGO, IL 60694-6300

Item Number	Description	UM	Contract		Quantities Earned		Amount Earned		
			Qty	Unit Price	To Date	Current	To Date	Current	
183	REFL PAV MRK TY II W 24" SLD	FT	919.00	2.200	2021.80	919.00	919.00	2021.80	2021.80
184	REFL PAV MRK TY II W ARROW	EA	29.00	60.000	1740.00	29.00	29.00 ✓	1740.00	1740.00
185	REFL PAV MRK TY II W DBL ARROW	EA	12.00	80.000	960.00	12.00	12.00 ✓	960.00	960.00
186	REFL PAV MRK TY II W WORD	EA	29.00	75.000	2175.00	29.00	29.00 ✓	2175.00	2175.00
187	REFL PAV MRK TY II Y 4" SLD	FT	113272.00	.160	18123.52	113272.00	46246.00 ✓	18123.52	7399.36
188	RAIS PAV MRKR CL B TY II-C-R	EA	4000.00	3.950	15800.00	3580.00	2620.00 ✓	14141.00	10349.00
662 0530	PM REMOV Y 12" SLD	LF	866.00	3.300	2857.80	797.00	18.00 ✓	2630.10	59.40
662 0507	ELIM EXT PAV MRK & MRKR ARROW	EA	18.00	115.000	2070.00	18.00	11.00 ✓	2070.00	1265.00
662 0542	WZ PM REMOV CL B TY I-C	EA	238.00	6.500	1547.00	238.00		1547.00	
662 0543	WZ PM REMOV CL B TY II-A-A	EA	233.00	6.500	1514.50	233.00		1514.50	
677 5018	ELIM EXT PAV MRK & MRKR RPM	EA	30.00	3.500	105.00				
	NO PRODUCTION MOBILIZATION	LS	1.00	250.000	250.00	1.00		250.00	
	ORDERED BY C JENSEN 07/10/06								
662 0524	WZ PM REMOV Y 4" BRK	LF	120.00	1.350	162.00	120.00		162.00	
658 0606	DEL ASM (FLEX)(SURF MOUNT)	EA	46.00	56.000	2576.00	46.00		2576.00	
	42" YELLOW								
666 0637	REFL PM TY I W 36" YLD TRI	EA	22.00	30.000	660.00	22.00	22.00 ✓	660.00	660.00
666 0639	REFL PM TY II W 36" YLD TRI	EA	22.00	15.000	330.00	22.00	22.00 ✓	330.00	330.00
678 0539	PAV SRF PREP MRKS 36" YLD TRI	EA	7.00	7.500	52.50	7.00	7.00 ✓	52.50	52.50
PKLOT	183A PARKING LOT STRIPING	LS	1.00	1035.000	1035.00	1.00	1.00 ✓	1035.00	1035.00
COM 28	SUPPLY AND INSTALL PARKING LOT SIGNS	EA	4.00	205.000	820.00	4.00	4.00 ✓	820.00	820.00
Total Contract Value					464816.15				

Summary	To Date	Current
Total Contract Work	315195.41	124428.26
Tax	.00	.00
Less Retention	15792.11	6221.35
Net Earned	299403.30	118206.91

Notes:
WORK PERFORMED 2/28/07 TO 3/30/07

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309

AUSTIN, TEXAS 78709-0309

PHONE (512) 280-6666 FAX (512) 280-6066

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD., SUITE 313
CEDAR PARK, TEXAS 78613

INVOICE DATE:
INVOICE NO:
ESTIMATE NO:
DATES:
RSI JOB NO:

05/31/07
0507107
5/1/07-5/31/07
2894

PHONE: 512-528-2579

OWNER: CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

FAX: 512-528-2598

PROJECT: US 183-A TURNPIKE PROJECT #: 318815

ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	CHANGE ORDER QTY	CHANGE ORDER AMOUNT	PREVIOUS ESTIMATE QTY	THIS ESTIMATE QTY	AMOUNT THIS PERIOD	TOTAL TO DATE -QTY	TOTAL TO DATE AMOUNT
MATERIAL ON HAND REQUEST - SEE ATTACHED:											
MBGF w/ Radius Rail, If reqd	LF	17.27							88,139.52		181,521.80
MBGF w/Blockouts, Timber Posts	LF	15.27	13,200.00	201,564.00	605.75	9,249.80	13,555.75	250.00	3,817.50	13,805.75	210,813.80
MBGF Transition - Thrie Beam	EA	1,060.00	40.00	42,400.00	2.00	2,120.00	42.00			42.00	44,520.00
Single Guardrail Terminal Type 1	EA	1,770.00	20.00	35,400.00	50.00	88,500.00	70.00			70.00	123,900.00
Terminal Anchor Section	EA	350.00	20.00	7,000.00	12.00	4,200.00	32.00			32.00	11,200.00
Bridge End Shoe	EA	250.00			2.00	500.00	1.00	1.00	250.00	2.00	500.00
Chain Link Fence 6", Galv, 9 ga.	LF	13.25	5,000.00	66,250.00			570.00	2,500.00	33,125.00	3,070.00	40,677.50
Vehicular Gate - Double 6x12	EA	750.00	4.00	3,000.00			2.00			2.00	1,500.00
Post & Cable Fence	LF	7.50	13,000.00	97,500.00							
Barbed Wire Fence Type C	LF	3.75	5,000.00	18,750.00	12,886.00	48,247.50	18,271.00	1,595.00	5,981.25	17,866.00	68,997.50
Barbed Wire Fence Type C End Post	EA	55.00	10.00	550.00							
B.W. Fence Type C Corner/Pull Post	EA	95.00	10.00	950.00	39.00	3,705.00	34.00	15.00	1,425.00	49.00	4,655.00
Gate Type 3	EA	100.00	5.00	500.00							
Woven Wire Fence Type D	LF	3.75	5,000.00	18,750.00							
Woven Wire Fence Type D End Post	EA	55.00	10.00	550.00							
Gate Type 2	EA	250.00	5.00	1,250.00			1.00			1.00	250.00
Change Order Work ordered by John Cornell:											
Carsaw Prop: Woven Wire Fence Ty D	LF	3.75			2,010.00	7,537.50	1,970.00			1,970.00	7,387.50
and Addtl price for Special Req Work	LF	1.38			2,010.00	2,773.60	1,970.00			1,970.00	2,718.60
Remove & Replace guardrail	LF	25.00			100.00	2,500.00	37.50	62.50	1,562.50	100.00	2,600.00
Remove & Replace Single Gdrail Term	EA	1,250.00			1.50	1,875.00	1.00	0.50	625.00	1.50	1,875.00
Remove 24' gate & relocate	LS	975.00			1.00	975.00	1.00			1.00	975.00
Remove & relocate 8' chain link fence	LF	13.75			647.00	8,898.25	647.00			647.00	8,898.25
Remove & relocate barrier gate	EA	2,650.00			1.00	2,650.00					
ADD PER SUBCONTRACT MODIFICATION #1 SMALL SIGNS:											
10 BWG SA U	EA	554.00			18.00	9,972.00	16.00	1.00	554.00	17.00	9,418.00
10 BWG SA T	EA	574.00			70.00	40,180.00	44.00	13.00	7,462.00	57.00	32,718.00
10 BWG SA P	EA	454.00			272.00	123,488.00	208.00	46.00	20,884.00	254.00	115,316.00
SCH 80 SA U	EA	684.00			32.00	21,888.00	35.00	2.00	1,368.00	37.00	28,306.00
SCH80 SA T	EA	624.00			14.00	8,736.00	12.00			12.00	7,488.00
SCH80 SA P	EA	582.00			16.00	9,312.00	12.00	1.00	582.00	13.00	7,666.00
10 BWG SA P-BM	EA	584.00			8.00	3,504.00	4.00			4.00	2,336.00
SCH88 (1) SA P-BM	EA	732.00			1.00	732.00					
SCH88 (1) SA U-EXT	EA	776.00			2.00	1,552.00	3.00			3.00	2,328.00
SCH88 (1) SA U-WC	EA	812.00			4.00	3,248.00	1.00			1.00	812.00
Mount Existing Signs	EA	575.00			8.00	3,450.00					
ADD PER SUBCONTRACT MODIFICATION #2:											
AVL Median Barrier Gate	EA	10,050.00			3.00	30,150.00					
Couplings for AVL Gate	EA	105.50			48.00	5,064.00	48.00			48.00	5,064.00
ADD PER QUOTE: Steel Posts	EA	225.00			24.00	5,400.00	21.00	3.00	675.00	24.00	5,400.00
Contract Mod#3: Wrought Iron Fence	LF	37.75			4,500.00	169,875.00	1,018.00	3,484.00	131,521.00	4,500.00	169,875.00
Per Thomas: Drill in Median	HR	200.00			35.50	7,100.00	35.50			35.50	7,100.00
Per Thomas: Replacement drill teeth	EA	8.00			27.00	192.00	27.00			27.00	192.00
Dumpster Fence & Gate	LS	3,388.00			1.00	3,388.00	1.00			1.00	3,388.00
Per C.O. Remove & Replace Sign Base	EA	275.00			24.00	6,600.00		24.00	6,600.00	24.00	6,600.00
Add: Bridge Mounts	EA	2,450.00			2.00	4,900.00		2.00	4,900.00	2.00	4,900.00
Add: Standby time waiting for items close	HR	18.00			22.00	396.00		22.00	396.00	22.00	396.00
TOTALS				494,414.00		630,930.85			297,971.77		1,105,266.75

PROJECT TO DATE

CURRENT MONTH

Please remit payment to:

Roadway Specialties, Inc.

P.O. Box 90309, Austin, TX 78709

Please include RSI invoice # on payment.

RECEIVED
JUN 06 2007
By _____

TOTAL TO DATE	1,105,266.75	CURRENT BILLING	297,971.77
LESS RETAINAGE @ 5%	-55,263.34	CURRENT RETAINAGE	-14,898.59
LESS PREVIOUS INVOICES	-766,930.24	CURRENT DEDUCTS	
AMOUNT DUE THIS ESTIMATE	283,073.18	CURRENT AMOUNT DUE	283,073.18

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

RESOLUTION NO. 07-34

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

WHEREAS, 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 the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for 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, 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 and 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 relocation of certain utility facilities owned by Southwestern Bell Communications ("SBC") at the expense of SBC require the issuance of Change Order No. 23, 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 Change Order No. 23 as set forth and in accordance with the terms in Attachment "A" attached hereto and hereby authorizes the Executive Director to finalize the terms associated with Change Order No. 23 and execute Change Order No. 23 as appropriate; and

BE IT FURTHER RESOLVED, that upon proper execution by all of the appropriate parties in accordance with the CDA, Change Order No. 23 shall be made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 23 is fully executed.

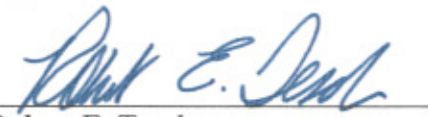
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-34
Date Passed 7/25/07

Attachment "A"


Copy of Change Order No. 23 Memorandum and Summary

HNTB

M e m o r a n d u m

To: Mike Heiligenstein
Bill Chapman

Date: July 18, 2007

From: Richard Ridings 

Subject: Change Order No. 023 – Reimbursement of Utility Relocation Costs paid to SBC

Copies: Tom Nielson, Everett Owen, Ron Fagan

This attached Change Order (CO) No. 023 is in the amount of \$ 151,138.42. This change order reimburses HCC for the utility relocation costs paid to SBC on the 183A Turnpike project which were not part of the CDA original scope or development price. The amount of this change order represents the invoices received and paid to-date by HCC. All amounts to be reimbursed by the CTRMA shall be limited to SBC's direct cost and/or the cost of SBC's subcontractors without markups.

HCC is anticipating receiving more invoices from SBC in excess of \$112,000.00, which will be submitted under another change order.

The GEC has reviewed the subject CO and recommends approval.

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 023

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 151,138.42. Documentation supporting the Change Order is attached as Exhibits CO.23.1 through CO.23.2.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
B148990	CO #23 – Partial Payment of SBC Invoices	\$ 151,138.00

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

A.	Developer Labor (construction)		
1.	Wages ¹	\$	0.00
2.	Labor benefits ² (55% of A.1)	\$	0.00
B.	Developer and Subcontractor Labor (professional services)		
1.	Wages ¹ (Raw)	\$	0.00
2.	Labor benefits ² (145% of B.1, which includes overhead and profit)	\$	0.00
3.	Off-duty peace officers and patrol cruisers ¹	\$	0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$	0.00
D.	Developer Equipment ¹	\$	0.00

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.

E.	Subcontracts ¹ (Time and Materials costs)	\$	0.00
F.	Utility Direct Costs ¹	\$	151,138.00
G.	Overhead and Profit		
1.	Labor (25% of A.1 and A.2)	\$	0.00
2.	Traffic Control (5% of B.3)	\$	0.00
3.	Materials (15% of C)	\$	0.00
4.	Subcontracts (5% of E)	\$	0.00
5.	Utility Direct Costs (5% of F)	\$	0.00
H.	Grand Total	\$	151,138.00

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 023

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. 023

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

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 023

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

GEC Team Construction Manager (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 023

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)

Project General Engineer (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 023

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No

CTRMA Executive Director

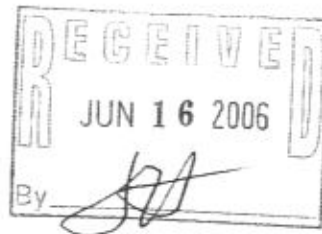
Date

Comments:

Exhibit CO.1.1
Letter from CTRMA on June 14, 2006
PCO Notice #010

June 14, 2006

Mr. Ralph Gleffe
Hill Country Constructors
12357-A Riata Trace Parkway Suite 300
Austin, TX 78727



Central Texas Regional
Mobility Authority

RE: 183A Project: PCO Notice # 010

Dear Ralph:

Per our partnering discussions, the CTRMA has conditionally agreed to reimburse HCC for all of SBC's direct costs associated with the 183A Project without markups. These costs are limited to SBC's direct cost and the costs of SBC subcontractors. These costs shall be documented by certified SBC invoices and submitted as a change order.

In addition, the CTRMA shall expect a credit for the conduits not provided as proposed in the CDA documents. This credit will be based on actual costs and not bid costs.

The CTRMA will not reimburse for any betterments.

This response does not constitute the approval of the requested change order. Such approval shall only be granted by formal action of the CTRMA Board of Directors.

If you have any questions, please contact Richard Ridings at (512) 697-2592.

Sincerely,

A handwritten signature in cursive script that reads "Mike Heiligenstein".

Mike Heiligenstein
Executive Director

Cc: Richard Ridings
Everett Owen
Tom Nielson
Brian Cassidy
Curt Ashmos
file

CDA. 14.3
Rick GINER
Jeff Rogers

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

Exhibit CO.23.2
Summary of SBC Invoices

Highway Projects
Actual Billed Estimated Costs
7/2007

PHYSICAL DESCRIPTION	UTILITY AGREEMENT #	CWOTS STATUS	BILL #	Total Actual Billing	*Total Costs to Date if unbilled	Total Billed & Projected Costs
183A - CR 180 & CR 185	SBC-03	Billing	660-07U-9162-096	\$ 3,129.74	n/a	\$ 3,129.74
183A - Brushy Creek - Water Treatment Plant	SBC-02	Closed	660-07U-5262	\$ 17,530.61	N/A	\$ 17,530.61
183A - Signal Hill	SBC-010	Billing	660-07U-0712-127	\$ 57,879.97	n/a	\$ 57,879.97
183A - FM 2243	SBC-09	Construction	N/A	N/A	\$ 66,219.54	\$ 66,219.54
183A - CR 271	SBC-08	Billing	660-07U-1372-127	\$ 4,531.94	n/a	\$ 4,531.94
183A - CR 272 Crystal Falls Parkway	SBC-11	Construction	N/A	N/A	\$ 45,045.30	\$ 45,045.30
183A - East New Hope Dr.	SBC-07	Closed	660-07U-5261	\$ 22,299.09	N/A	\$ 22,299.09
183A - FM 1431	SBC-04	Billing	660-07U-0672-127	\$ 43,584.90	n/a	\$ 43,584.90
183A - Lobo Street	SBC-06	Billing	660-07U-1568-127	\$ 2,182.17	n/a	\$ 2,182.17
Total Actual Billed Costs as of 7/13/07						\$ 151,138.42
Total Actual Billed & To Date 7/07 Costs						\$ 262,403.26

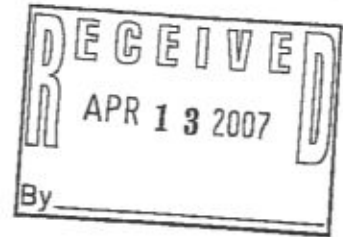
*The costs to date column represents the Engineering, Construction, Contract labor costs, material costs expended as of 7/13/2007. The costs to date column does **not** represent what will actually be billed.

Exhibit CO.23.3
SBC Invoices Received as of 7/13/07



FINAL Bill

P.O. Box 650516
Dallas, TX 75265-0516



BILLING INVOICE
[CUSTOMER COPY]

CMTRA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
715 DISCOVERY BLVD. SUITE 311
CEDAR PARK TX 78613

DATE 2/26/2007
CRIS BILL NUMBER 660-07U-5262-057
PROJECT # 5564835
CWOTS # 6696T05

DESCRIPTION OF SERVICES PERFORMED:

US 183 A HIGHWAY PROJECT- BRUSHY CREEK SECTION. COST TO RELOCATE AT&T FACILITIES. PROJECT ID 183-A_UUA_SBC-02

DETAIL OF CHARGES:

Engineering and Construction Charges	\$ 24,032.21
Depreciation Credit	\$ -
Salvage Credit	\$ -
Plant Betterment	\$ (6,501.60)
Net Charges	\$ 17,530.61
Total Cost of Services Performed	\$ 17,530.61
Less: Previous Billings/Payments	\$ -
Total Amount Due	\$ 17,530.61

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.		Batch No.		
Pay Type	Company No.	Check Handle		
Cost Center	Cost Type	Cost Code	Amount	SBLDG/Asset#
318815	1436	860011	17530.61	
Explanation RELOCATE AT&T BRUSHY CK.				
Reviewed	RCG DM/45	Approved		



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE

[RETURN PAGE]

CMTRA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
715 DISCOVERY BLVD. SUITE 311
CEDAR PARK TX 78613

DATE 2/26/2007
CRIS BILL NUMBER 660-07U-5262-057
PROJECT # 5564835
CWOTS # 6696T05

DESCRIPTION OF SERVICES PERFORMED:

US 183 A HIGHWAY PROJECT- BRUSHY CREEK SECTION. COST TO RELOCATE AT&T FACILITIES. PROJECT ID 183-A_UUA_SBC-02

DETAIL OF CHARGES:

Engineering and Construction Charges	\$ 24,032.21
Credits:	
Depreciation Credit	\$ -
Salvage Credit	\$ -
Plant Betterment	\$ (6,501.60)
Net Charges	\$ 17,530.61
Total Cost of Services Performed	\$ 17,530.61
Less: Previous Billings/Payments	\$ -
Total Amount Due	\$ 17,530.61

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CMTRA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 5564835
CWOTS # 6696T05
CRIS # 660-07U-5262-057

New Material	4,411.21
Labor - Contract	-
Labor - AT&T	4,232.95
Engineering - Contract	-
Engineering -AT&T	4,531.44
AT&T Labor/Engineering Benefit Loading	4,377.61
Minor and Miscellaneous Expense:	2,651.81
Corporate Overhead Loadings	3,827.19
Gross Construction Cost	<u>24,032.21</u>
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	<u>(6,501.60)</u>
Net Construction Cost	17,530.61
Net Construction Cost x Ratio of 100.00%	17,530.61
Less Previous Payments	-
Total	<u><u>17,530.61</u></u>

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

Cost Description

Teico Material/ Equipment

Covers all New Teico material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same at those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.

Software Solutions Unitd, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PO
 26 JUN 06 Page 1
 For SBC Batch# SBC BATCH NBR=M56528A3L CODE1=...5564835...
 SBC..J

BILL#..... SHIPPER NAME..... RECIPIENT NAME..... SVS PCS WT.... COMOD.. CLASS LADING_DESCRIPTION..... FR_AMOUNT.. SHIP_DT MISC
 CHARGES... BILLED..... NPC
 ACCOUNT#..... SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... DSC
 INVOICE#..... SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CWT
 CARRIER CODE. SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED.....
 TRANS#..... RECIPIENT POD SIGNATUR VOL/MT

565281103

Start-Of-Carrier TRANSPORTATION SUPPORT SERVICES INC

Start-GL-Info C_48D_S0521E220-XY4258-45C-5564835_

175991	PROJECT 5564835	DI	5	4013	PCS90	CRS			
\$54.25	\$491.10 0							\$401.85	02/06/06 AFUE
SBC	SWBT CABLE DOCK	SWBT		2					02/06/06 ANJR
\$35.00	\$491.10 01								06:45
175991	1325 CORNELL								
10	11220 JOSEPH CLAYTON D								
TSSI	LANCASTER TX US 75134 AUSTIN TX US 78753								
\$0.00									
5715134	HILL								

End-GL-Info C_48D_S0521E220-XY4258-45C-5564835_ Nbr-Waybills = 1 AMOUNT-PAID = \$491.10 AMOUNT-PAID = \$0.00

End-Carrier-Code TRANSPORTATION SUPPORT SERVICES INC Nbr-Waybills = 1 AMOUNT-PAID = \$491.10 AMOUNT-PAID = \$0.00

*** Total-Bills = 1 TOTAL-PAID = \$491.10 TOTAL-PAID = \$0.00

Software Solutions Unltd, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PO
 26 JUN 06 Page 1
 For SBC Batch# SBC BATCH NBR=M565646GL CODE1=...5564835...

BILL# SHIPPER NAME..... RECIPIENT NAME..... SVS PCS WT..... COMDD.. CLASS LADING_DESCRIPTION..... FR_AMOUNT... SHIP_DT MISC
 CHARGES BILLED..... NPC
 ACCOUNT# SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... DSC
 INVOICER SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CWT
 CARRIER CODE. SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED.....
 TRANS# RECIPIENT POD SIGNATUR VOL/MI

Start-Of-Carrier SOFTWARE SOLUTIONS UNLTD INC
 565641205

Start-GL-Info I_48D_S0S21E220-XY4258-45C-5564835_

M56528	SSI BATCH PROCESSING F	5	0	0	EDI1 - UPS	02/16/06 121
\$.28	\$0.28 0					
SBC	SOFTWARE SOLUTIONS	1			EDI2 - OTHER	
\$0.28 01	10250 SW GREENBURG RD				PAPER TRANS	
M56528	PORTLAND OR US 97223				SPLIT TRANS	
SSUI					REPROCESS TRANS	
\$0.00						
5730359						

End-GL-Info I_48D_S0S21E220-XY4258-45C-5564835_ Nbr-Waybills = 1 AMOUNT-PAID = \$0.28 AMOUNT-PAID = \$0.00

End-Carrier-Code SOFTWARE SOLUTIONS UNLTD INC Nbr-Waybills = 1 AMOUNT-PAID = \$0.28 AMOUNT-PAID = \$0.00
 *** Total-Bills = 1 TOTAL-PAID = \$0.28 TOTAL-PAID = \$0.00



FINAL Bill

P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE
[CUSTOMER COPY]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 4/30/2007
CRIS BILL NUMBER 660-07U-9162-096
PROJECT # 5672165
CWOTS # 5008T05

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - CR 185 & CR 180. PROJECT ID 183-A_UAA_SBC-03

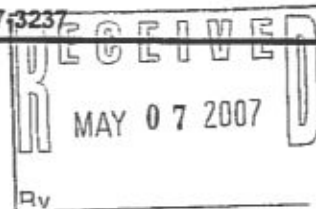
DETAIL OF CHARGES:

Engineering and Construction Charges	\$	3,129.74
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>3,129.74</u>
Total Cost of Services Performed	\$	3,129.74
Less: Previous Billings/Payments	\$	<u>-</u>
Total Amount Due	\$	<u><u>3,129.74</u></u>

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.	Batch No.		
Pay Type	Company No.	Check Handle	
Cost Center	Cost Type	Cost Code	Amount
318815	1436	860011	3129.74
SBLDG/Asset#			
Explanation RELOCATE AT&T / CR 185+180			
Reviewed	RCG	2/26/5	Approved





FINAL Bill

P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE

[RETURN PAGE]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 4/30/2007
CRIS BILL NUMBER 660-07U-9162-096
PROJECT # 5672165
CWOTS # 5008T05

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - CR 185 & CR 180. PROJECT ID 183-A_UAA_SBC-03

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	3,129.74
Credits:		
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>3,129.74</u>
Total Cost of Services Performed	\$	3,129.74
Less: Previous Billings/Payments	\$	-
Total Amount Due	\$	<u>3,129.74</u>

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CMTRA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 5672165
CWOTS # 5008T05
CRIS # 660-07U-9162-096

New Material	1,195.74
Labor - Contract	-
Labor - AT&T	499.94
Engineering - Contract	-
Engineering -AT&T	373.76
AT&T Labor/Engineering Benefit Loading	438.62
Minor and Miscellaneous Expense:	246.37
Corporate Overhead Loadings	375.31
Gross Construction Cost	3,129.74
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	3,129.74
Net Construction Cost x Ratio of 100.00%	3,129.74
Less Previous Payments	-
Total	3,129.74

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

CMTRA - COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5672165
CRIS # 660-07U-9162-096
CWOTS # 5008705

Description	Quantity	Rate	Total
-------------	----------	------	-------

New Materials:			
AT&T Material/Equipment:			
Tele PUC-Buried Cable-Metallic Regular		2735.00	1,195.74
Vendor Materials			
Total New Materials			1,195.74

Vendor Materials:			
Total Vendor Materials			
Total Labor-Contract			499.94

AT&T	Description	Quantity	Rate	Total
Installation	See Cost Description			
Rearrangements	Teico Splicing Labor for New Material	6.50		262.29
Removals	Teico Splicing Labor for Rearranging Pairs	2.00		75.99
	Teico Splicing Labor for removal of Existing Material	4.00		161.66
Total Labor-AT&T				499.94

Engineering: Contract			
Total Engineering-Contract			
Total Engineering-AT&T			373.76

AT&T	Description	Quantity	Rate	Total
	Performed engineering process that involved the selection or implementation of design materials and methods for constructing local loop facilities. Prepared cost estimate for this project. Attended TXDOT meetings and numerous field visits. Prepared engineering work prints and schematics from sketches.	4.00		373.76
Total Labor/Engineering Benefit Loading				438.62

Minor and Miscellaneous Expense:	Description	Amount
Motor Vehicle	See Cost Description	43.86
Other Expense	See Cost Description	24.12
Exempt Material	See Cost Description	78.86
Provisioning Expense	See Cost Description	95.53
Vendor Other	Freight Charges (See attached invoices)	
Total		438.62

CMTRA - L COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5672165
 CRIS # 660-07U-9162-096
 CWOTS # 5008705

Description	Hours	Quantity	Rate	Amount	Total
Corporate Overhead Loadings					
(direct & indirect AT&T labor = \$851.13)					
	851.13		44.0950%	375.31	375.31
Gross Construction Cost:					
Plant Betterment Credit:					3,129.74
x Betterment Ratio of 0%					
Salvage Credit:					
Depreciation Credit:					
Net Construction Cost:					3,129.74
x Ratio of 100.0000%					100.0000%
TOTAL					3,129.74

Cost Description

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same at those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE

[RETURN PAGE]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-0672-127
PROJECT # 5837121
CWOTS # 453T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - FM 1431. PROJECT ID 183-A_UAA_SBC-04

DETAIL OF CHARGES:

Engineering and Construction Charges	\$ 43,584.90
Credits:	
Depreciation Credit	\$ -
Salvage Credit	\$ -
Plant Betterment	\$ -
Net Charges	\$ 43,584.90
Total Cost of Services Performed	\$ 43,584.90
Less: Previous Billings/Payments	\$ -
Total Amount Due	\$ 43,584.90

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CTRMA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 5837121
CWOTS # 453T06
CRIS # 660-07U-0672-127

New Material	18,912.04
Labor - Contract	-
Labor - AT&T	7,872.48
Engineering - Contract	-
Engineering -AT&T	2,491.04
AT&T Labor/Engineering Benefit Loading	4,854.01
Minor and Miscellaneous Expense:	4,958.30
Corporate Overhead Loadings	4,497.03
Gross Construction Cost	43,584.90
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	43,584.90
Net Construction Cost x Ratio of 100.00%	43,584.90
Less Previous Payments	-
Total	43,584.90

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same as those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.

Software Solutions Unltd, Inc - LUMK-FORMANT GL DETAIL WITH ICC_EXTC_GL_PO
 20 SEP 06 Page 1
 For SBC Nalco# SBC BATCH NUR=MS79426GL CODEB1=...5837121...
 SBC.J

BILL#.....SHIPPER NAME.....RECIPIENT NAME.....SVS PCS WT.....COMOD...CLASS LADING DESCRIPTION.....FR_AMOUNT...SHIP_DT MISC
 CHARGES...BILLED.....MFC
 ACCOUNT#.....SHIPPER COMPANY.....RECIPIENT COMPANY.....OP.
 PAID.....ISC
 INVOICE#.....SHIPPER ADDRESS.....RECIPIENT ADDRESS.....CTD
 CMT
 CARRIER CODE SHIPPER CITY ST ZIP...RECIPIENT CITY ST ZIP, EX
 SAVED.....
 TRANS#.....RECIPIENT POD SIGNATURE VOL/MI

579421101

Stat of Carrier DYNAMEX INDICATED FLEET SVCS

Stat-GL-Info 1_480_S0S21E220_XY4259_45C-5837121_ 0 0
 60505115 \$14.47 0
 LANCASTER DYNAMEX WACO-GHOLSON RD-CABLE 1
 \$14.47 04 1325 CORNELI, RD 2901 GHOLSON RD
 60505115 LANCASTER TX US 75134 WACO TX US 76704
 DYNA
 \$0.00
 5917692

S0S21E220XY425945C 5837121 0/434
 60505115 \$14.22 0
 LANCASTER DYNAMEX WACO-GHOLSON RD-CABLE 1
 \$14.22 04 1325 CORNELI, RD 2901 GHOLSON RD
 60505115 LANCASTER TX US 75134 WACO TX US 76704
 DYNA
 \$0.00
 5917693

S0S21E220XY425945C 5837121 0/439
 60505115 \$0.55 0
 LANCASTER DYNAMEX WACO-GHOLSON RD-CABLE 1
 \$0.55 04 1325 CORNELI, RD 2901 GHOLSON RD

05/05/06 121
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 05/05/06

DYNM TX US 75134 WACO TX US 76704
 50.00
 0917694

 0/449
 S0S21E220XY425945C 5837121

60505135
 \$8.69
 LANCASTER WACO-GHOLSON RD-CABLE 1 05/05/06 121
 DYNAMEX 05/05/06
 1325 CORNELL RD 2901 GHOLSON RD
 LANCASTER TX US 75134 WACO TX US 76704
 DYNM
 50.00
 5917695

 0/449
 S0S21E220XY425945C 5837121

60505135
 \$114.03 0
 LANCASTER WACO-GHOLSON RD-CABLE 1 05/05/06 121
 DYNAMEX 05/05/06
 1325 CORNELL RD 2901 GHOLSON RD
 LANCASTER TX US 75134 WACO TX US 76704
 DYNM
 50.00
 5917696

 0/449
 S0S21E220XY425945C 5837121

60505135
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 LANCASTER WACO-GHOLSON RD-CABLE 1 05/05/06 121
 DYNAMEX 05/05/06
 1325 CORNELL RD 2901 GHOLSON RD
 LANCASTER TX US 75134 WACO TX US 76704
 DYNM
 50.00
 5917697

 0/449
 S0S21E220XY425945C 5837121

End-Ctr-Info 1_480_S0S21E220_XY425945C-5837121_ Nbr-Waybills = 6 AMOUNT-PAID = \$167.76 AMOUNT-PAID = \$0.00
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 Total-Bills = 6 TOTAL-PAID = \$167.76 TOTAL-PAID = \$0.00

Software Solutions World, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PO
 20 SEP 06 Page 1
 For SDC Batch# SDC MATCH NBR=H580356GL CODR1=.....5837121....
 SDC#

Bill#.....SHIPPER NAME..... RECIPIENT NAME..... SVS PCS WT..... COMOD... CLASS LADING_DESCRIPTION..... FR_AMOUNT.. SHIP_DT MISC
 CHARGES... BILLED..... INC
 ACCOUNT#..... SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... INC
 INVOICE#..... SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CWT
 CARRIER CONC, SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED.....
 TRANS#..... RECIPIENT POD SIGNATUR VOL/MT

580151104

Start -Of-Carrier DYNAMEX DEDICATED FLEET SVCS

SLACT-GL-Info 1_480_S0521E220-XY4259-45C-5837121_004476FP

60515141	\$77.05 0	0	0	05/15/06 121
LANCASTER	DYNAMEX	CANTEX-HARTIN LUTHER K 1		
\$77.05 0?	1325 CORNELL RD	2407 MARTIN LUTHER KIN		05/15/06 121
60515141	LANCASTER TX US 75134 MINERAL WE TX US 76068			
DYNA				
\$0.00				
5937045				0/365

004476FP:S0521E220XY425945C5837121 SEC2 004476FP

60516135	\$199.32 0	0	0	05/16/06 121
LANCASTER	DYNAMEX	WACO-GHOLSON RD-CABLE 1		
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60516135	LANCASTER TX US 75114 WACO TX US 76704			
DYNA				
\$0.00				
5937868				0/395

004476FP:S0521E220XY425945C5837121 SEC2 004476FP

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Start-Of-Child: SOFTWARE SOLUTIONS UNLTD INC

580151106

Start-Gl-Info 1 48D_S0521E220-XY4259-45C-5837121_

 N57942 SSI BATCH PROCESSING P S 0 0 0
 \$2.19 \$2.19 0
 SRC SOFTWARE SOLUTIONS 1
 \$2.19 0%
 N57942 10750 SW GREENBURG RD
 PORTLAND OR US 97223
 SSUI
 \$0.00
 5939618

05/22/06 121

.....
S0521E220XY425945C5837121

End-Gl-Info 1 48D_S0521E220-XY4259-45C-5837121_ Nbr-Waybills = 1

AMOUNT-PAID = \$2.19 AMOUNT-PAID = \$0.00

End-Carrier-Code SOFTWARE SOLUTIONS UNLTD INC Nbr-Waybills = 1

AMOUNT-PAID = \$2.19 AMOUNT-PAID = \$0.00

*** Total-Bills = 3 TOTAL PAID = \$278.56 TOTAL-PAID = \$0.00

=====

ACAI0007-Please continue processing.

VIEW INVOICE ITEM ACCOUNTING AOC

09/21/2006 - 08:55

.2 EDI061360840/1

A/P Batch Nbr

Inv Itm

Inv Nbr

Vendor

Req #

EDI061360840

0001

109655

O916101

M07396

Account

RCC

Geo Lc

Co cd

UT Nbr

CPR

PLC

Bill to Zip

45C

S0S21E220

XY4259

SWBT

5837121

787533216

ChrgCd

Prodct Cd:

Exp Cat:

Asset Loc

EXTC: 520

MIC:

4DU000000N Init Code:

Amt:

4195.80

01=HELP

03=MENU

04=PREV

06=SELECT

07=UP

...END
08=DOWN



Oldcastle Precast, Inc.

www.oldcastleprecast.com

Invoice

1900 Rilling Road
San Antonio, TX 78214

Phone: 210-923-4523
Fax: 210-921-0473

Remit To: Oldcastle Precast Inc.
File # 72477-262
P. O. Box 60000
San Francisco, CA 94160-2477

Sold To: Southwestern Bell Tel Co.
Capri Payment Center
PO Box 66794
Saint Louis, MO 63166

Ship To: 005069WF/M54583/5837121
11220 JOSEPH CLAYTON
Austin, TX 78753

Picking list(a): SP018471

Reference: 005069WF/M54583/5837121

Tax Exempt No. : 3-01137-1343-9

Invoice No.	Date	Customer No.	SO No.	PO No.	F.O.B.
262005952	10/25/2006	001353	S002759	005069WF	FOB Job Site

Group: 3

Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv \$
1.00	Delivery (non taxable)	1.00	0.00	0.00	440.26	0.00	440.26
Group Total:					440.26	0.00	440.26

Group: LINE 1

Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv \$
6.00	Collar 40" X 8" AT&T	6.00	0.00	0.00	125.44	0.00	752.64
Group Total:					125.44	0.00	752.64

Group: LINE 2

Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv \$
2.00	Collar 40" X 3" AT&T	2.00	0.00	0.00	49.98	0.00	99.96
Group Total:					49.98	0.00	99.96

TOTAL AMOUNT DUE BY 11/24/2006 US 1,292.86

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give us reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended. The Customer Agrees:

1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE.
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER

Software Solutions Unltd, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PD
 09 MAY 07 Page 1
 F01 SBC Patchw SBC MATCH NBR=M60368&GL CODE1=...5837121...
 SRC.3

BILL#..... SHIPPER NAME..... RECIPIENT NAME..... SVS PCS WT..... COMOD.. CLASS LADING_DESCRIPTION..... FR_AMOUNT... SHIP_DT MISC
 CHARGES... BILL#..... INC
 ACCOUNT#..... SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... INC
 INVOICE#..... SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CWT
 CARRIER CONF. SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVER.....
 TRANSH..... RECIPIENT PO# SIGNATUR VOL/M3

603681201

Start-Of-Carrier SOFTWARE SOLUTIONS UNLTD INC

Start-GL-Info I_480_50521EA70_XY4259-4C-5837121_

NG0335 SSI BATCH PROCESSING P S 0 0 0
 \$.23 \$0.22 0
 SBC SOFTWARE SOLUTIONS 1
 \$0.23 04
 NG0335 10250 SW GREENBURG RD
 SSUI PORTLAND OR US 97223 US
 \$0.00
 6305069

10/26/06 121

50521EA70XY42594C59J7121

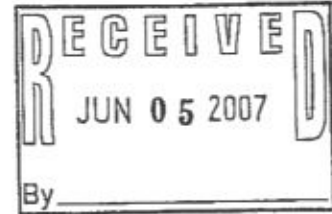
End-GL-Info I_480_50521EA70_XY4259-4C-5837121_Hbr-Waybills = 1 AMOUNT-PAID = \$0.23 AMOUNT-PAID = \$0.00

End-Carrier-Code SOFTWARE SOLUTIONS UNLTD INC Hbr-Waybills = 1 AMOUNT-PAID = \$0.23 AMOUNT-PAID = \$0.00

*** Total-Bills = 1 TOTAL PAID = \$0.23 TOTAL-PAID = \$0.00



P.O. Box 650516
Dallas, TX 75265-0516



BILLING INVOICE

[CUSTOMER COPY]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-1568-127
PROJECT # 5821813
CWOTS # 454T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - LOBO STREET. PROJECT ID 183-A_UAA_SBC-06

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	2,182.17
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>2,182.17</u>
Total Cost of Services Performed	\$	2,182.17
Less: Previous Billings/Payments	\$	<u>-</u>
Total Amount Due	\$	<u><u>2,182.17</u></u>

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.		Batch No.		
Pay Type	Company No.	Check Handle		
Cost Center	Cost Type	Cost Code	Amount	SBLDG/Asset#
318815	1436	860011	2182.17	
Explanation: RELOCATE AT&T / LOBO ST.				
Reviewed	JM	6/5	Approved	J



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE

[RETURN PAGE]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-1568-127
PROJECT # 5821813
CWOTS # 454T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - LOBO STREET. PROJECT ID 183-A_UAA_SBC-06

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	2,182.17
Credits:		
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>2,182.17</u>
Total Cost of Services Performed	\$	2,182.17
Less: Previous Billings/Payments	\$	-
Total Amount Due	\$	<u>2,182.17</u>

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CTRMA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 5821813
CWOTS # 454T06
CRIS # 660-07U-1568-127

New Material	-
Labor - Contract	70.00
Labor - AT&T	329.55
Engineering - Contract	-
Engineering -AT&T	747.05
AT&T Labor/Engineering Benefit Loading	486.18
Minor and Miscellaneous Expense:	77.26
Corporate Overhead Loadings	472.13
Gross Construction Cost	<u>2,182.17</u>
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	<u>2,182.17</u>
Net Construction Cost x Ratio of 100.00%	2,182.17
Less Previous Payments	-
Total	<u><u>2,182.17</u></u>

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

CTRMA-HILL COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5821813
 CRIS # 660-07U-1568-127
 CWOTS # 454T06

Description	Hours	Quantity	Rate	Amount	Total
-------------	-------	----------	------	--------	-------

New Materials:

AT&T Material/Equipment:

Vendor Materials

Total New Materials _____

Vendor Materials:

Total Vendor Materials _____

labor:

Contract:

HUMANO GROUP LLC
 HUMANO GROUP LLC

See attached invoices
 See attached invoices

35.00
 35.00

Total Labor-Contract _____ 70.00

AT&T

Rearrangements

See Cost Description
 Telco Splicing Labor for Rearranging Pairs

8.25

329.55

**engineering:
 Contract**

Total Labor-AT&T _____ 329.55

AT&T

Total Engineering-Contract

Performed engineering process that involved the selection or implementation of design materials and methods for constructing local loop facilities. Prepared cost estimate for this project. Attended TXDOT meetings and numerous field visits. Prepared engineering work prints and schematics from sketches.

8.00

747.05

Total Engineering-AT&T _____ 747.05

r&t Labor/Engineering Benefit Loading

See Cost Description

16.25

486.18

486.18

Inor and Miscellaneous Expense:

Motor Vehicle

See Cost Description

26.22

Other Expense

See Cost Description

12.15

Exempt Material

See Cost Description

38.89

Provisioning Expense

See Cost Description

CTRMA-HILL COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5821813
 CRIS # 660-07U-1568-127
 CWOTS # 454706

Vendor Other	Description	Quantity	Rate	Amount	Total
	Freight Charges (See attached Invoices)				
	Corporate Overhead Loadings (direct & indirect AT&T labor = \$1,070.72)	1,070.72	44.0950%	472.13	
	Gross Construction Cost:				472.13
	Material				
	Labor				
	Equipment				
	Subcontractor				
	Other				
	Salvage Credit:				
	Depreciation Credit:				
	Net Construction Cost:				2,182.17
	x Ratio of 100.0000%				100.0000%
	TOTAL				2,182.17

Cost Description

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same as those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.

Invoice: HGL222589W2 Invoice Date: 10/18/06 Sent For Payment: 12/07/06 SW
 Supplier: 2659SW HUMANO GRC LLC
 Address: 5959 L Location:
 Street: GATEWAY WEST, SUITE 218
 City: EL PASO
 Net Disc: 0.00% in days 45 Unit Price %: State: TX Zip: 79925
 PO Box: Request Type: LUMP SUM

Payment Type: PARTIAL
 Invoice Remarks: CONTRACT LABOR FROM 8-21 TO 8-25
 TOTAL HOURS WORKED 152
 BRUCE FINCH
 FRED FORD
 BENFORD THURMAN
 RICHARD WHITE

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
INSP	5876981	XY4255	SOS21E200	5C	35.00	DOLLAR	1.00	35.00
INSP	5959607	XY4259	SOS21E200	845C	35.00	S DOLLAR	1.00	35.00
INSP	5915488	XY4255	SOS21E200	22C	35.00	S DOLLAR	1.00	35.00
INSP	5951643	XY4255	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5961057	XY4259	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5940296	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5861847	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5914860	XY4259	SOS21E200	45M	35.00	S DOLLAR	1.00	35.00
INSP	5885462	XY4259	SOS21E200	845C	35.00	S DOLLAR	1.00	35.00
INSP	5932685	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5914659	XY4267	SOS21E200	645C	70.00	S DOLLAR	1.00	70.00
INSP	5948288	XY4259	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5866921	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5861264	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5861272	XY4259	SOS21E200	645C	35.00	S DOLLAR	1.00	35.00
INSP	5778648	XY4259	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5870714	XY4259	SOS21E200	45C	52.50	S DOLLAR	1.00	52.50
INSP	5906127	XY4259	SOS21E200	845C	52.50	S DOLLAR	1.00	52.50
INSP	5872642	XY4259	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5912156	XY4259	SOS21E200	22X	35.00	S DOLLAR	1.00	35.00
INSP	5911090	XY4259	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5860137	XY4778	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5922296	XY4267	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5941824	XY4778	SOS21E200	622M	35.00	S DOLLAR	1.00	35.00
INSP	5821813	XY4259	SOS21E200	45M	35.00	S DOLLAR	1.00	35.00
INSP	5946865	XY7321	SOS21E200	22C	105.00	S DOLLAR	1.00	105.00
INSP	5665028	XY7285	SOS21E200	45M	35.00	S DOLLAR	1.00	35.00
INSP	5834283	XY7285	SOS21E200	22C	35.00	S DOLLAR	1.00	35.00

INSP	5962020	XY7272	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5910145	XY7247	SOS21E	22C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5961180	XY7385	SOS21E200	22C	105.00	DOLLAR	1.00	105.00
						S		
INSP	5917273	XY4472	SOS21E200	22X	35.00	DOLLAR	1.00	35.00
						S		
IN	5962909	XY4472	SOS21E200	22X	35.00	DOLLAR	1.00	35.00
						S		
INSP	5690242	XY4472	SOS21E200	1C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5673467	XY4472	SOS21E200	1C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5728417	XY4472	SOS21E200	1C	8.75	DOLLAR	1.00	8.75
						S		
INSP	5681432	XY4472	SOS21E200	1C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5767027	XY4451	SOS21E200	2M	35.00	DOLLAR	1.00	35.00
						S		
INSP	5953270	XY7243	SOS21E200	645C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5977805	XY7398	SOS21E200	4M	35.00	DOLLAR	1.00	35.00
						S		
INSP	5911980	XY7321	SOS21E200	22C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5730392	XY7243	SOS21E200	1C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5917256	XY7385	SOS21E200	22C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5912142	XY4251	SOS21E200	845C	78.75	DOLLAR	1.00	78.75
						S		
INSP	5947644	XY4251	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5883258	XY4251	SOS21E200	845C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5905736	XY4251	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
						S		
INS	5597762	XY4259	SOS21E200	845C	175.00	DOLLAR	1.00	175.00
						S		
INSP	5597762	XY4259	SOS21E200	85C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5905736	XY4251	SOS21E200	45C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5895812	XY4251	SOS21E200	845C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5914470	XY4251	SOS21E200	845C	43.75	DOLLAR	1.00	43.75
						S		
INSP	5820283	XY4259	SOS21E200	85C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5597762	XY4259	SOS21E200	845C	52.50	DOLLAR	1.00	52.50
						S		
INSP	5597762	XY4259	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5947644	XY4251	SOS21E200	845C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5883258	XY4251	SOS21E200	845C	43.75	DOLLAR	1.00	43.75
						S		
INSP	5919945	XY4251	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5937134	XY4251	SOS21E200	85C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5597762	XY4259	SOS21E200	85C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5883258	XY4251	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5490179	XY4345	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5526776	XY4451	SOS21E200	1X	26.25	DOLLAR	1.00	26.25
						S		
INSP	5699525	XY4836	SOS21E200	1X	26.25	DOLLAR	1.00	26.25
						S		

INSP	5730044	XY4451	SOS21F	1	1X	26.25	S	1.00	26.25
							DOLLAR	1.00	6.25
INSP	5915488	XY4255	SOS21E200	22C		35.00	S	1.00	35.00
							DOLLAR	1.00	70.00
INSP	5951643	XY4255	SOS21E200	45C		70.00	S	1.00	70.00
							DOLLAR	1.00	70.00
IN	5961057	XY4259	SOS21E200	845C		70.00	S	1.00	70.00
							DOLLAR	1.00	35.00
INSP	5876981	XY4255	SOS21E200	5C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5959607	XY4259	SOS21E200	822C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5940296	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5861847	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5914860	XY4259	SOS21E200	45M		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5885462	XY4259	SOS21E200	845C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5932685	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	70.00
INSP	5914659	XY4267	SOS21E200	645C		70.00	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5948288	XY4259	SOS21E200	845C		70.00	S	1.00	70.00
							DOLLAR	1.00	35.00
INSP	5866921	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5861264	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5861272	XY4259	SOS21E200	645C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5778648	XY4259	SOS21E200	45C		35.00	S	1.00	35.00
							DOLLAR	1.00	52.50
INSP	5870714	XY4259	SOS21E200	45C		52.50	S	1.00	52.50
							DOLLAR	1.00	52.50
INS	5906127	XY4259	SOS21E200	845C		52.50	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5872642	XY4259	SOS21E200	45C		70.00	S	1.00	35.00
							DOLLAR	1.00	70.00
INSP	5912156	XY4259	SOS21E200	22X		35.00	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5911090	XY4259	SOS21E200	845C		70.00	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5860137	XY4778	SOS21E200	45C		70.00	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5922296	XY4267	SOS21E200	45C		70.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5941824	XY4778	SOS21E200	622M		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5821813	XY4259	SOS21E200	45M		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5847072	XY4258	SOS21E200	845C		35.00	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5885357	XY4258	SOS21E200	845C		35.00	S	1.00	35.00
							DOLLAR	1.00	70.00
INSP	5951237	XY4255	SOS21E200	1C		70.00	S	1.00	70.00
							DOLLAR	1.00	70.00
INSP	5863720	XY4259	SOS21E200	845C		70.00	S	1.00	70.00
							DOLLAR	1.00	35.00
INSP	5962909	XY4472	SOS21E200	22X		35.00	S	1.00	35.00
							DOLLAR	1.00	131.25
INSP	5767027	XY4451	SOS21E200	2M		131.25	S	1.00	131.25
							DOLLAR	1.00	52.50
INSP	5867424	XY7247	SOS21E200	845C		52.50	S	1.00	35.00
							DOLLAR	1.00	35.00
INSP	5953270	XY7243	SOS21E200	645C		35.00	S	1.00	17.50
							DOLLAR	1.00	17.50
INSP	5977805	XY7398	SOS21E200	4M		17.50	S	1.00	26.25
							DOLLAR	1.00	26.25
INSP	5814597	XY4259	SOS21E200	45C		26.25	S	1.00	
							DOLLAR	1.00	

INSP	5825914	XY4259	SOS21E200	45C	43.75	DOLLAR	1.00	43.75
						S		
INSP	5817917	XY4259	SOS21E200	845C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5817916	XY4259	SOS21E200	45C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5838222	XY4259	SOS21E200	845C	17.50	DOLLAR	1.00	17.50
						S		
IN	5817153	XY4259	SOS21E200	845C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5820289	XY4259	SOS21E200	45C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5820264	XY4259	SOS21E200	45C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5820271	XY4259	SOS21E200	45C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5825425	XY4259	SOS21E200	845C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5937134	XY4251	SOS21E200	85C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5937134	XY4251	SOS21E200	85C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5786001	XY4836	SOS21E200	1M	17.50	DOLLAR	1.00	17.50
						S		
INSP	5824196	XY4836	SOS21E200	1C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5833156	XY4836	SOS21E200	45C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5847072	XY4258	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5885357	XY4258	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5951237	XY4255	SOS21E200	1C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5863720	XY4259	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5730044	XY4451	SOS21E200	1X	43.75	DOLLAR	1.00	43.75
						S		

Invoice Total: 5,320.00

(A)cept

(Q)uit

Start Date: 07/17/06 00:00 Complete Date: 10/17/06 00:00
 Supplier: 2659SW HUMANO GRO' LLC Phone: 915-6500
 Coordinator: WAYNE WEAVER Phone: 512-810-3245
 Net discount 0 % in 45 days. Evaluation Required?

Job Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
949357	XY4836	ECW01	07/17/06 00:00	10/17/06 00:00	

BID OPENS AT 10:00 AM (CST) ON 10/10/06.

DISTRIBUTE TOTAL BID AMOUNT PER LINE ITEM USING THE PERCENTAGES INDICATED BELOW.

THIS WORK REQUEST IS A CONTINUATION OF EXISTING PO#00209903. PO#00209903 HAS REACHED THE MAXIMUM DATA INPUT ALLOWED IN THE ADVANCED CONTRACT ADMINISTRATION (ACAS) DATABASE. AS A RESULT, A NEW PURCHASE ORDER IS BEING ISSUED TO ALLOW CONTINUATION OF WORK REPORTING AND INVOICING. PLEASE INPUT YOUR QUOTE OF \$5,320.00 BY 10:00 AM (CST) ON 10/10/06. THE ORIGINAL SCOPE OF THE CONTRACT REMAINS THE SAME AS FOLLOWS.

SCOPE OF WORK:

PROVIDE FOUR (4) QUALIFIED AND APPROVED INDIVIDUALS TO PERFORM FIELD INSPECTIONS OF COMMUNICATIONS FACILITY PLACEMENT, FACILITY REARRANGEMENT AND/OR ANY ASSOCIATED CONSTRUCTION WORK FOR A TOTAL OF 2112 HOURS (66 WORK DAYS PER INDIVIDUAL) IN THE ECW01 BID ZONE. THE INDIVIDUALS DESIGNATED TO PERFORM THIS WORK WILL HAVE TO BE APPROVED BY AT&T MANAGEMENT PRIOR TO THIS CONTRACT TAKING EFFECT. THE CONTRACT WILL NOT BE APPROBATED WITHOUT AT&T'S APPROVAL OF THE INDIVIDUALS YOU ASSIGN TO THESE JOB DUTIES.

JOB DUTIES INCLUDE PRE-SURVEYING CONSTRUCTION PACKAGES, JOINT USE MEMOS, ASSISTING WITH DATA PREPARATION AND JOB DOCUMENTATION. DUTIES WILL ALSO INCLUDE MEETINGS WITH BUT NOT LIMITED TO AT&T PERSONNEL, GOVERNMENT AGENCIES, UTILITY REPRESENTATIVES AND CONSTRUCTION SUPPLIERS. THESE INDIVIDUALS MUST HAVE AN UNDERSTANDING OF OUTSIDE PLANT DESIGN PRINCIPLES, PRINT READING, WORK ORDER PROCEDURES, TELEPHONE INDUSTRY STANDARDS, NATIONAL ELECTRIC CODE, AND AT&T PRACTICES. THESE INDIVIDUALS MUST HAVE A THOROUGH UNDERSTANDING OF CITY, COUNTY, STATE AND FEDERAL GOVERNING AGENCIES. THESE INDIVIDUALS MUST POSSESS A FUNCTIONAL KNOWLEDGE OF PC APPLICATIONS (I.E. ACAS, JMOS) AND COMPUTED AIDED DRAFTING/RECORD SYSTEMS (I.E. OPTI, VOLOVIEW).

TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE PAID BY THE SUPPLIER NOT AT&T.

THESE INSPECTORS WILL BE REQUIRED TO WORK EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK. NO PREMIUM HOURS WILL BE PAID. THE AT&T REPRESENTATIVE WILL DESIGNATE THE HOURS OF WORK AND THE REPORTING LOCATION. THESE INSPECTORS WILL PROVIDE THE AT&T REPRESENTATIVE A DAILY TIME SHEET DOCUMENTING THE PROJECT NUMBER AND THE START AND STOP TIME. TIME WILL BE CHARGED TO THE INDIVIDUAL WORK ORDERS (DARE PROJECTS) AND NOT THE BULK DARE PROJECT ASSIGNED ON THE ORIGINAL ACAS P.O. THESE CHARGES SHOULD BE SUBMITTED FOR APPROVAL BY THE SUPPLIER VIA ACAS CHANGE ORDERS.

THESE INSPECTORS WILL BE REQUIRED TO HAVE A CELLULAR TELEPHONE, MEASURING WHEEL AND MINOR HAND TOOLS. ALL COSTS INCLUDING TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE INCLUDED IN YOUR BID PRICE.

WHILE PERFORMING WORK FOR AT&T, SUPPLIERS ARE PERCEIVED TO BE REPRESENTATIVES OF AT&T BY THE PUBLIC. SUPPLIERS SHALL MAINTAIN GOOD PUBLIC RELATIONS IN CONTACT WITH THE PUBLIC AND WITH EMPLOYEES OF AT&T. THE SUPPLIER WILL ALWAYS REPRESENT THEMSELVES AS A SUPPLIER/ CONTRACTOR FOR AT&T INCLUDING IDENTIFYING THEMSELVES AS SUCH IN PERON, IN ANSWERING THE TELEPHONE AND ON ANSWERING DEVICES. THIS INCLUDES NOT WEARING AT&T BRANDED CLOTHING WHILE PERFORMING WORK FOR AT&T. ALL SUPPLIER EMPLOYEES ARE REQUIRED TO WEAR A PICTURE ID WHICH DISPLAYS THEIR PERSONAL NAME AND COMPANY NAME. ALL SUPPLIER VEHICLES ARE REQUIRED TO HAVE A MAGNETIC SIGN OR SIGN

THESE CONTRACTORS ARE EXPECTED TO PERFORM THEIR WORK DURING NORMAL WORK DAY HOURS AS ESTABLISHED BY THE AT&T MANAGER FOR EACH RESPECTIVE UNIT. NORMALLY THIS WILL BE 7:30AM TO 4:30PM. EXCEPTIONS OR VARIATIONS MUST BE APPROVED BY THE RESPONSIBLE MANAGER. AS STATED ABOVE, NO PREMIUM HOURS WILL BE AUTHORIZED AND DAILY TIME SHEETS AS WELL AS DAILY ITINERARIES ARE DUE TO THE MANAGER EACH MORNING.

 *** BID WILL NOT BE ACCEPTED UNLESS YOUR DOLLARS ARE ***
 *** SPREAD CORRECTLY USING THE PERCENTAGES INDICATED ***
 *** BELOW FOR EACH LINE ITEM IN YOUR BID. *****

% DISTRIBUTION
 INSP F5500 = 100%

City: VARIOUS - SEE SCOPE OF WORK County: VARIOUS - SEE SCOPE OF WORK
 Crossroads:
 Loc: VARIOUS - SEE SCOPE OF WORK

Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
INSP	LUMP SUM INSPECTION	DOLLARS	1.00	F5500	5,320.00		<input type="checkbox"/>

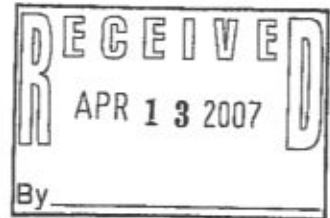
Total Bid Amount: 5,320.00

This Order is submitted pursuant to SBC Agreement No. 2659SW,
 the terms of which are incorporated as if set forth fully herein.



P.O. Box 650516
Dallas, TX 75265-0516

FINAL Bill



BILLING INVOICE
[CUSTOMER COPY]

CTRMA - HILL COUNTRY CONT.
ATTN: ACCT PAY-JENNIFER HINKLE
715 DISCOVERY BLVD. SUITE 311
CEDAR PARK TX 78613

DATE 2/26/2007
CRIS BILL NUMBER 660-07U-5261-057
PROJECT # 5867990
CWOTS # 452T06

DESCRIPTION OF SERVICES PERFORMED:

US 183 A HIGHWAY PROJECT-EAST NEW HOPE DRIVE. COST TO RELOCATE SBC FACILITIES.
PROJECT ID 183-A_UAA_SBC-07.

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	22,299.09
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>22,299.09</u>
Total Cost of Services Performed	\$	22,299.09
Less: Previous Billings/Payments	\$	<u>-</u>
Total Amount Due	\$	<u>22,299.09</u>

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.	Batch No.			
Pay Type	Company No.	Check Handle		
Cost Center	Cost Type	Cost Code	Amount	SBLDG/Asset#
318815	1436	860011	22299.09	
Explanation	RELOCATE SBC / NEW HOPE			
Reviewed	R C C			



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE
[RETURN PAGE]

CTRMA - HILL COUNTRY CONT.
ATTN: ACCT PAY-JENNIFER HINKLE
715 DISCOVERY BLVD. SUITE 311
CEDAR PARK TX 78613

DATE 2/26/2007
CRIS BILL NUMBER 660-07U-5261-057
PROJECT # 5867990
CWOTS # 452T06

DESCRIPTION OF SERVICES PERFORMED:

US 183 A HIGHWAY PROJECT-EAST NEW HOPE DRIVE. COST TO RELOCATE SBC FACILITIES.
PROJECT ID 183-A_UAA_SBC-07.

DETAIL OF CHARGES:

Engineering and Construction Charges

\$ 22,299.09

Credits:

Depreciation Credit
Salvage Credit
Plant Betterment

\$ -
\$ -
\$ -

Net Charges

\$ 22,299.09

Total Cost of Services Performed

\$ 22,299.09

Less: Previous Billings/Payments

\$ -

Total Amount Due

\$ 22,299.09

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CTRMA-HILL COUNTRY CONT.
Summary of Charges

AT&T Project No. 5867990
CWOTS # 452T06
CRIS # 660-07U-5261-057

New Material	3,986.35
Labor - Contract	4,392.50
Labor - AT&T	3,865.71
Engineering - Contract	-
Engineering -AT&T	2,491.04
AT&T Labor/Engineering Benefit Loading	3,032.76
Minor and Miscellaneous Expense:	1,776.72
Corporate Overhead Loadings	2,754.01
Gross Construction Cost	22,299.09
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	22,299.09
Net Construction Cost x Ratio of 100.00%	22,299.09
Less Previous Payments	-
Total	22,299.09

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

CTRMA - COUNTRY CONT.
Breakdown of Charges

AT&T Project No. 5867990
CRIS # 660-07U-5261-057
CWOTS # 452T06

New Materials:

AT&T Material/Equipment:

Tele PUC-Buried Cable-Metallic Regular 246.10
Tele PUC-Buried Cable-Metallic Regular 3,363.69
Tele PUC-Underground Cable-Non-Metallic 376.56

See Cost Description
See Cost Description
See Cost Description

Vendor Materials

160.00
575.00
900.00

Total New Materials 3,985.35

Vendor Materials:

Total Vendor Materials

Labor:

Contract:

Housley Communications LTD 200.00
Housley Communications LTD 550.00
Housley Communications LTD 640.00
Housley Communications LTD 720.00
Housley Communications LTD 742.50
Housley Communications LTD 1,400.00
Humano Group LLC 140.00

Total Labor-Contract 4,392.50

AT&T Installation

See Cost Description

Teleco Splicing Labor for removal of Existing Material 86.75

3,865.71

Engineering-Contract

Total Labor-AT&T 3,865.71

AT&T

Performed engineering process that involved the selection or implementation of design materials and methods for constructing local loop facilities. Prepared cost estimate for this project. Attended TXDOT meetings and numerous field visits. Prepared engineering work prints and schematics from sketches.

32.00

2,491.04

Total Engineering-AT&T

AT&T Labor/Engineering Benefit Loading

See Cost Description

118.75

3,032.76

3,032.76

Minor and Miscellaneous Expense:

Motor Vehicle 274.96

274.96

Other Expense 106.44

106.44

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same as those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

P.O. Num: 01330387AC
 Invoice: ATT0602103
 Supplier: 1065SW HOUSLEY COMMUNICATIONS, LTD.
 Address: Direction:
 Street:
 City: SAN ANGELO
 State: TX Zip: 76902
 PO Box: 2899
 Date: 09/21/06 Sent For Payment 10/10/06
 Disc: 0.00 in days 45 Unit Price %: 100.00 Request Type: UNIT PRICE
 Payment Type: FINAL

Invoice Remarks: 9/21/06-E NEW HOPE-LEANDER..JOB 10% COMPLETE..WORK DONE BY HOUSLEY CREWS..CHANGE ORDER REQUESTED AND APPROVED BY DEVIN SANTIAGO..HOURLY: 6 HRS--AFTER BACK HOEING A TRENCH & PLACING 2-4" PVC'S WE WERE INFORMED THAT THE PIPE FOR THIS JOB WAS ALREADY PLACED BY THE ROAD CONTRACTOR..THIS NECESSITATED US TO REMOVE THE PVC FROM THE DITCH, CUTTING THE GLUED JOINTS INTO USEABLE LENGTHS, LOADING THEM ONTO A TRAILER AND RETURNING THEM TO THE JOSEPH CLAYTON YARD..ALL WORK PERFORMED AS PER ATT INSTRUCTION

*****FINAL PAYMENT*****

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
8895A	5867990	XY4259	SOS21E220	45C	6.00	HOUR	120.00	720.00
0430C	5867990	XY4259	SOS21E220	45C	400.00	TR FT	3.50	1400.00
2740	5867990	XY4259	SOS21E220	45C	400.00	FOOT	0.50	200.00
1690B	5867990	XY4259	SOS21E220	45C	2.00	EACH	320.00	640.00
6220B	5867990	XY4259	SOS21E220	1X	2.00	POLE	275.00	550.00
2732B	5867990	XY4259	SOS21E220	45C	495.00	FOOT	1.50	742.50

Invoice Total: 4,252.50
 Tax Material: Labor: 0.00 Rental:

(A)ccpt (Q)uit

Work Request: 01330387AC

Start Date: 06/05/06 00:00

Supplier: 10655W HOUSLEY COMMUNICATIONS, LTD.

Coordinator: DEVIN A SANTIAGO

Net discount 0 % in 45 days.

P.O. Date: 06/05/06

Complete Date: 06/05/06 :00

Phone: 915-944-9905

Phone: 512-870-6024

Evaluation Required?

b Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
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5867990	XY4259	CW01	06/05/06 00:00	06/09/06 00:00	
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Desc: TRENCH APPROX. 683FT AND PLACE CONDUIT, PLACE APPROX. 1660FT OF ADDITIONAL ITEM IN TRENCH, TRENCH APPROX. 20FT X (2) AND PLACE APPROX. 20FT X (2) OF COPPER CABLE. PULL APPROX. 495FT OF COPPER CABLE THROUGH 4" CONDUIT, PULL APPROX. 818FT OF BURIED FIBER THROUGH OMNI PIPE, DIG (4) PITS, PLACE (1) ANCHOR/ROD/PLATE, (1) DOWN GUY, (1) CLTP. PLACE (1) 50FT SLACK LOOP IN FH2644 AND (1) 50FT AERIAL SLACK LOOP. WRECK (3) POLES, (1) ANCHOR AND (1) DOWN GUY, APPROX. 598FT OF AERIAL FIBER.

ALL WORK TO BE PERFORMED AS STATED/SHOWN ON PRINTS.

DEVIN SANTIAGO 512-922-5557

City: LEANDER

County: WILLIAMSON

Crossroads: E NEW HOPE RD

Loc: E NEW HOPE RD- MAPSCO 373-B

Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
0430C	ROCK - COVER 36 IN. - 501 FT TO 1000 FT - UP TO 6 IN. WIDTH - TRENCH AND PLACE ONE ITEM - MECHANICAL	TR FT	723.00	45C	2,530.50	BC	<input checked="" type="checkbox"/>
1690B	DIRT-DIG SPLICE PIT - EXISTING CABLE - MACHINE DIG - 81 - 128 CUBIC FT - IN CONJUNCTION W/OTHER WORK - RATE PER EACH	EACH	4.00	45C	1,280.00	BC	<input type="checkbox"/>
2732B	TRENCHING MISCELLANEOUS - PULL ITEM IN EXISTING BURIED PIPE - NO PULL STRING IN PLACE - IN CONJUNCTION W/OTHER WORK - RATE PER FT.	FOOT		45C		BC	<input checked="" type="checkbox"/>
2733B	TRENCHING MISCELLANEOUS - PLACE AND CLEAT RISER CABLE UP TO 2 IN. INCLUDING U-GUARD - IN CONJUNCTION W/OTHER WORK - RATE PER EACH	EACH	1.00	45C	75.00	BC	<input type="checkbox"/>

2740	TRENCHING MISCELLANEOUS - PLACE ITEM IN OPEN TRENCH- RATE PER FOOT	FOOT	1660.00 45C	830.00 BC <input checked="" type="checkbox"/>
JA	RODDING AND PLACING - LENGTH - 1 FT. - 1000 FT. - PLACE ONE (1) ITEM - NO RODDING REQUIRED - PER FT.	FOOT	495.00 45C	470.25 BC <input checked="" type="checkbox"/>
4130A	RODDING AND PLACING - LENGTH - 1 FT. - 1000 FT. - PLACE FIBER CA IN INNERDUCT OR CONDUIT - (PULL TAPE OR ROPE IN PL) - PER SHEATH FT.	SHEATH FT	818.00 85C	572.60 BF <input checked="" type="checkbox"/>
5720B	AERIAL - MISCELLANEOUS AERIAL - VEHICLE ACCESSIBLE - PLACE DOWN GUY ALL SIZES - IN CONJUNCTION W/OTHER WORK - UNIT RANGE EACH	EACH	1.00 1M	23.50 AC <input type="checkbox"/>
5760B	AERIAL - MISCELLANEOUS AERIAL - VEHICLE ACCESSIBLE - REMOVE DOWN GUY ALL SIZES - IN CONJUNCTION W/OTHER WORK - UNIT RANGE EACH	EACH	1.00 1M	20.00 WA <input type="checkbox"/>
6220B	POLES - ROCK - TWO (2) OR MORE POLES - VEHICLE ACCESSIBLE - REMOVE - POLE SIZE 40 FT. - 45 FT. - RATE PER POLE	POLE	3.00 1X	825.00 WA <input type="checkbox"/>
7050A	"ANCHORS - ROCK - VEHICLE ACCESSIBLE - PLACE SMALLER THAN 3/4 IN. ANCHOR, ROD & PLATE - MACHINE"	EACH	1.00 1M	165.00 AC <input type="checkbox"/>
7081A	ANCHORS - VEHICLE ACCESSIBLE - REMOVE ANCHOR ROD - ALL SIZES - MACHINE	EACH	1.00 1M	55.00 WA <input type="checkbox"/>
8895A	3 PERSON BACKHOE CREW - INCLUDES OPERATOR (2) COMMON LABORER BACKHOE COMPRESSOR DUMP TRUCK AND ASSOCIATED EQUIPMENT - PER HOUR	HOUR	45C	BC <input type="checkbox"/>

Total Bid Amount: 6,846.85

This order is submitted pursuant to SBC Agreement No. 1065SW,
the terms of which are incorporated herein as if set forth fully here.

P.O. Num: 00209903WY

Invoice: HGL90032B

Supplier: 2659SW HUMANO GROUP, LLC

Address: 5959

Street: GATEWAY WEST, SUITE 218

City: EL PASO

Disc: 0.00% in days 45

Unit Price %:

Invoice Date: 09/25/06 Sent For Payment: 11/07/06

SW

PO Box:

State: TX Zip: 79925

Request Type: LUMP SUM

Payment Type: PARTIAL

Invoice Remarks: CONTRACT LABOR FROM 7/17 TO 8/11/06

INVOICED 9,432.50 FOR 269.50 HOURS WORK COMPLETED BY
FRED FORD AND
RICHARD WHITE

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
INSP	5890313	XR0205	S0S21E200	9257C	17.50	DOLLAR	1.00	17.50
INSP	5880540	XY4255	S0S21E200	45C	35.00	S	1.00	35.00
INSP	5887596	XY4255	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5891173	XY4255	S0S21E200	4C	70.00	S	1.00	70.00
INSP	5906115	XY4255	S0S21E200	5C	35.00	DOLLAR	1.00	35.00
INSP	5898321	XY4258	S0S21E200	22C	35.00	S	1.00	35.00
INSP	5902126	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5906115	XY4255	S0S21E200	4C	35.00	S	1.00	35.00
INSP	5906897	XY4255	S0S21E200	22C	35.00	DOLLAR	1.00	35.00
INSP	5910877	XY4255	S0S21E200	22C	35.00	S	1.00	35.00
INSP	5909714	XY4267	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5910499	XY7327	S0S21E200	845C	70.00	S	1.00	70.00
INSP	5894413	XY4258	S0S21E200	22C	105.00	DOLLAR	1.00	105.00
INSP	5825593	XY4258	S0S21E200	45C	35.00	S	1.00	35.00
INSP	5795185	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5851584	XY4258	S0S21E200	645C	35.00	S	1.00	35.00
INSP	5885357	XY4258	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5891011	XY4258	S0S21E200	45C	35.00	S	1.00	35.00
INSP	5902493	XY4258	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5903864	XY4258	S0S21E200	22C	70.00	S	1.00	70.00
INSP	5909078	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5914747	XY4258	S0S21E200	45C	35.00	S	1.00	35.00
INSP	5915488	XY4255	S0S21E200	22C	70.00	DOLLAR	1.00	70.00
INSP	5917858	XY4259	S0S21E200	45C	70.00	S	1.00	70.00
INSP	5919840	XY4258	S0S21E200	5C	70.00	DOLLAR	1.00	70.00
INSP	5921533	XY4778	S0S21E200	45C	35.00	S	1.00	35.00
INSP	5923417	XY4258	S0S21E200	1C	35.00	DOLLAR	1.00	35.00
INSP	5304941	XY7926	S0S21E200	4C	70.00	S	1.00	70.00

INSP	5925823	XY4255	SOS21	0	C	70.00	DOLLAR	1.00	70
INSP	5559072	XY4258	SOS21E200	4C		70.00	DOLLAR	1.00	70.00
INSP	5932131	XY4258	SOS21E200	22C		105.00	DOLLAR	1.00	105.00
	5932493	XY4259	SOS21E200	45C		140.00	DOLLAR	1.00	140.00
INSP	5933252	XY4258	SOS21E200	22C		35.00	DOLLAR	1.00	35.00
INSP	5933276	XY4258	SOS21E200	45C		70.00	DOLLAR	1.00	70.00
INSP	5946971	XY4267	SOS21E200	1C		70.00	DOLLAR	1.00	70.00
INSP	5947382	XY4255	SOS21E200	1C		70.00	DOLLAR	1.00	70.00
INSP	5948288	XY4259	SOS21E200	845C		280.00	DOLLAR	1.00	280.00
INSP	5950428	XY4259	SOS21E200	645C		70.00	DOLLAR	1.00	70.00
INSP	5565230	XY4255	SOS21E200	85C		52.50	DOLLAR	1.00	52.50
INSP	5490179	XY4345	SOS21E200	845C		105.00	DOLLAR	1.00	105.00
INSP	5490184	XY4345	SOS21E200	845C		253.75	DOLLAR	1.00	253.75
INSP	5565164	XY4255	SOS21E200	1C		78.75	DOLLAR	1.00	78.75
INSP	5564448	XY4251	SOS21E200	845C		61.25	DOLLAR	1.00	61.25
INSP	5565477	XY4255	SOS21E200	822C		52.50	DOLLAR	1.00	52.50
INSP	5597762	XY4259	SOS21E200	85C		210.00	DOLLAR	1.00	210.00
INSP	5607321	XY4255	SOS21E200	9257C		17.50	DOLLAR	1.00	17.50
	5607323	XY4255	SOS21E200	845C		35.00	DOLLAR	1.00	35.00
	5614214	XY4472	SOS21E200	22C		43.75	DOLLAR	1.00	43.75
INSP	5615478	XY4472	SOS21E200	845C		61.25	DOLLAR	1.00	61.25
INSP	5624069	XY4472	SOS21E200	845C		35.00	DOLLAR	1.00	35.00
INSP	5621332	XY4255	SOS21E200	822C		157.50	DOLLAR	1.00	157.50
INSP	5624790	XY4472	SOS21E200	845C		35.00	DOLLAR	1.00	35.00
INSP	5643391	XY4251	SOS21E200	845C		26.25	DOLLAR	1.00	26.25
INSP	5646408	XY4251	SOS21E200	45C		17.50	DOLLAR	1.00	17.50
INSP	5642920	XY4251	SOS21E200	45C		17.50	DOLLAR	1.00	17.50
INSP	5647530	XY4251	SOS21E200	45C		17.50	DOLLAR	1.00	17.50
INSP	5660367	XY7892	SOS21E200	2M		52.50	DOLLAR	1.00	52.50
INSP	5728687	XY4251	SOS21E200	45C		78.75	DOLLAR	1.00	78.75
NSP	5747631	XY4451	SOS21E200	822C		166.25	DOLLAR	1.00	166.25
NSP	5821420	XY4251	SOS21E200	845C		122.50	DOLLAR	1.00	122.50
NSP	5851023	XY4472	SOS21E200	1C		61.25	DOLLAR	1.00	61.25
NSP	5883258	XY4251	SOS21E200	845C		122.50	DOLLAR	1.00	122.50
	5883258	XY4251	SOS21E200	822C		43.75	DOLLAR	1.00	43.75
NSP	5895812	XY4251	SOS21E200	845C		122.50	DOLLAR	1.00	122.50
NSP	5895962	XY4251	SOS21E200	845C		17.50	DOLLAR	1.00	17.50

INSP	5896555	XY4251	SOS21E200	8	78.75	S		
						DOLLAR	1.00	78.
INSP	5896555	XY4251	SOS21E200	845C	52.50	S		
						DOLLAR	1.00	52.50
INSP	5905736	XY4251	SOS21E200	45C	113.75	S		
						DOLLAR	1.00	113.75
	5905736	XY4251	SOS21E200	45C	43.75	S		
						DOLLAR	1.00	43.75
INSP	5937134	XY4251	SOS21E200	845C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5912142	XY4251	SOS21E200	845C	218.75	S		
						DOLLAR	1.00	218.75
INSP	5937134	XY4251	SOS21E200	845C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5893191	XY4451	SOS21E200	85C	8.75	S		
						DOLLAR	1.00	8.75
INSP	5559072	XY4258	SOS21E200	4C	175.00	S		
						DOLLAR	1.00	175.00
INSP	5762239	XY4255	SOS21E200	845C	157.50	S		
						DOLLAR	1.00	157.50
INSP	5320379	XY4255	SOS21E200	4C	140.00	S		
						DOLLAR	1.00	140.00
INSP	5867990	XY4259	SOS21E200	1M	140.00	S		
						DOLLAR	1.00	140.00
INSP	5883084	XY7327	SOS21E200	22C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5893317	XR0230	SOS21E200	9257C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5893121	XY4451	SOS21E200	845C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5892663	XY4451	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5892663	XY4451	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5893317	XR0230	SOS21E200	9257C	26.25	S		
						DOLLAR	1.00	26.25
	5893121	XY4451	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5893121	XR0223	SOS21E200	9257C	8.75	S		
						DOLLAR	1.00	8.75
INSP	5891283	XY4451	SOS21E200	85C	87.50	S		
						DOLLAR	1.00	87.50
INSP	5893191	XY4451	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5890628	XY4451	SOS21E200	1C	8.75	S		
						DOLLAR	1.00	8.75
INSP	5890628	XY4451	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5890628	XR0206	SOS21E200	9257C	8.75	S		
						DOLLAR	1.00	8.75
INSP	5891316	XY4451	SOS21E200	85C	43.75	S		
						DOLLAR	1.00	43.75
INSP	5892663	XR0251	SOS21E200	9257C	61.25	S		
						DOLLAR	1.00	61.25
INSP	5891316	XY4451	SOS21E200	45C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5891283	XY4451	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5892663	XY4451	SOS21E200	822C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5891316	XR0252	SOS21E200	9257C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5892693	XY4451	SOS21E200	822C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5891316	XY4451	SOS21E200	4C	43.75	S		
						DOLLAR	1.00	43.75
	5893191	XY4451	SOS21E200	85C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5891316	XY4451	SOS21E200	4C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5892693	XY4451	SOS21E200	45C	35.00	S		
						DOLLAR	1.00	35.00

INSP	5891316	XY4451	SOS21	0	17.50	DOLLAR	1.00	7
INSP	5891283	XR0213	SOS21E200	9257C	35.00	S DOLLAR	1.00	35.00
INSP	5891283	XY4451	SOS21E200	822C	52.50	S DOLLAR	1.00	52.50
	5893191	XY4451	SOS21E200	45C	43.75	S DOLLAR	1.00	43.75
INSP	5893618	XY4451	SOS21E200	45C	52.50	S DOLLAR	1.00	52.50
INSP	5893317	XY4451	SOS21E200	45C	61.25	S DOLLAR	1.00	61.25
INSP	5893317	XY4451	SOS21E200	845C	26.25	S DOLLAR	1.00	26.25
INSP	5891069	XY4451	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00
INSP	5893317	XY4451	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5893317	XR0230	SOS21E200	9257C	26.25	S DOLLAR	1.00	26.25
INSP	5892693	XR0250	SOS21E200	9257C	43.75	S DOLLAR	1.00	43.75
INSP	5656132	XY4258	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5513377	XY4778	SOS21E200	85C	280.00	S DOLLAR	1.00	280.00
INSP	5537181	XY4258	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5559072	XY4258	SOS21E200	4C	70.00	S DOLLAR	1.00	70.00
INSP	5730885	XY4255	SOS21E200	45C	105.00	S DOLLAR	1.00	105.00
INSP	5740265	XY4258	SOS21E200	2M	35.00	S DOLLAR	1.00	35.00
INSP	5748550	XY4255	SOS21E200	1X	35.00	S DOLLAR	1.00	35.00
	5758461	XY4255	SOS21E200	22C	52.50	S DOLLAR	1.00	52.50
	5767141	XY4258	SOS21E200	845C	105.00	S DOLLAR	1.00	105.00
INSP	5779148	XY4255	SOS21E200	45C	840.00	S DOLLAR	1.00	840.00
INSP	5628138	XY4267	SOS21E200	1C	70.00	S DOLLAR	1.00	70.00
INSP	5813130	XY4258	SOS21E200	22X	35.00	S DOLLAR	1.00	35.00
INSP	5810946	XY4255	SOS21E200	1M	35.00	S DOLLAR	1.00	35.00
INSP	5861826	XY4258	SOS21E200	845C	140.00	S DOLLAR	1.00	140.00
INSP	5891069	XR0207	SOS21E200	9257C	52.50	S DOLLAR	1.00	52.50
INSP	5836718	XY4255	SOS21E200	845C	70.00	S DOLLAR	1.00	70.00
INSP	5870714	XY4259	SOS21E200	45C	105.00	S DOLLAR	1.00	105.00
INSP	5857583	XY4778	SOS21E200	1C	35.00	S DOLLAR	1.00	35.00
INSP	5862939	XY4255	SOS21E200	22C	70.00	S DOLLAR	1.00	70.00
INSP	5893191	XR0239	SOS21E200	9257C	26.25	S DOLLAR	1.00	26.25
INSP	5304941	XY7926	SOS21E200	4C	245.00	S DOLLAR	1.00	245.00
INSP	5891069	XY4451	SOS21E200	45C	35.00	S DOLLAR	1.00	35.00

Invoice Total: 9,432.50

(A)ccpt

(Q)uit

Work Request: 00209903WY
Start Date: 07/17/06 00:00
Supplier: 2659 SW HUMANO GROUP, LLC
Coordinator: WAYNE WEAVER
Net discount 0 % in 45 days. Evaluation Required?

P.O. Date: 07/11/06
Complete Date: 10/17/06 00:00
Phone: 915-225-6500
Phone: 512-870-3245

Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
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5949357	XY4836	ECW01	07/17/06 00:00	10/17/06 00:00	
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Desc: PER HOUSTON STAFF.. ESTABLISHED "CONTINUATION" PO'S- DUE TO
PO#00209903 REACHED MAXIMUM DATA INPUT

00222586
00222589
00222590
00222591
00222592
00222593
00222594
00222595
00222596
00222597

BID OPENS AT 10:00 AM (CST) ON 07/11/06.

**DISTRIBUTE TOTAL BID AMOUNT PER LINE ITEM USING THE
PERCENTAGES INDICATED BELOW.**

BID SHOULD BE SUBMITTED AS A BULK DOLLAR AMOUNT FOR THE TIME PERIOD
INDICATED, NOT AS AN HOURLY RATE.

PROVIDE FOUR (4) QUALIFIED AND APPROVED INDIVIDUALS TO PERFORM
FIELD INSPECTIONS OF COMMUNICATIONS FACILITY PLACEMENT, FACILITY
REARRANGEMENT AND/OR ANY ASSOCIATED CONSTRUCTION WORK FOR A TOTAL
OF 2112 HOURS (66 WORK DAYS PER INDIVIDUAL) IN THE ECW01 BID ZONE.
THE INDIVIDUALS DESIGNATED TO PERFORM THIS WORK WILL HAVE TO BE
APPROVED BY AT&T MANAGEMENT PRIOR TO THIS CONTRACT TAKING AFFECT.
THE CONTRACT WILL NOT BE APPROBATED WITHOUT AT&T'S APPROVAL OF THE
INDIVIDUALS YOU ASSIGN TO THESE JOB DUTIES.

JOB DUTIES INCLUDE PRE-SURVEYING CONSTRUCTION PACKAGES, JOINT USE
MEMOS, ASSISTING WITH DATA PREPARATION AND JOB DOCUMENTATION.
DUTIES WILL ALSO INCLUDE MEETINGS WITH BUT NOT LIMITED TO AT&T
PERSONNEL, GOVERNMENT AGENCIES, UTILITY REPRESENTATIVES AND
CONSTRUCTION SUPPLIERS. THESE INDIVIDUALS MUST HAVE AN
UNDERSTANDING OF OUTSIDE PLANT DESIGN PRINCIPLES, PRINT READING,
WORK ORDER PROCEDURES, TELEPHONE INDUSTRY STANDARDS, NATIONAL
ELECTRIC CODE, AND AT&T PRACTICES. THESE INDIVIDUALS MUST HAVE A
THOROUGH UNDERSTANDING OF CITY, COUNTY, STATE AND FEDERAL GOVERNING
AGENCIES. THESE INDIVIDUALS MUST POSSESS A FUNCTIONAL KNOWLEDGE OF
PC APPLICATIONS (I.E. ACAS, JMOS) AND COMPUTED AIDED
DRAFTING/RECORD SYSTEMS (I.E. OPTI, VOLOVIEW).

TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES
WILL BE PAID BY THE SUPPLIER NOT AT&T.

THESE INSPECTORS WILL BE REQUIRED TO WORK EIGHT (8) HOURS PER DAY
OR FORTY (40) HOURS PER WEEK. NO PREMIUM HOURS WILL BE PAID. THE
AT&T REPRESENTATIVE WILL DESIGNATE THE HOURS OF WORK AND THE
REPORTING LOCATION. THESE INSPECTORS WILL PROVIDE THE AT&T
REPRESENTATIVE A DAILY TIME SHEET DOCUMENTING THE PROJECT NUMBER
AND THE START AND STOP TIME. TIME WILL BE CHARGED TO THE
INDIVIDUAL WORK ORDERS (DARE PROJECTS) AND NOT THE BULK DARE
PROJECT ASSIGNED ON THE ORIGINAL ACAS P.O. THESE CHARGES SHOULD BE
SUBMITTED FOR APPROVAL BY THE SUPPLIER VIA ACAS CHANGE ORDERS.

THESE INSPECTORS WILL BE REQUIRED TO HAVE A CELLULAR TELEPHONE,
MEASURING WHEEL AND MINOR HAND TOOLS. ALL COSTS INCLUDING TOOLS,
TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE
INCLUDED IN YOUR BID PRICE.

WHILE PERFORMING WORK FOR AT&T, SUPPLIERS ARE PERCEIVED TO BE
REPRESENTATIVES OF AT&T BY THE PUBLIC. SUPPLIERS SHALL MAINTAIN
GOOD PUBLIC RELATIONS IN CONTACT WITH THE PUBLIC AND WITH EMPLOYEES

OF AT&T. THE SUPPLIER WILL ALWAYS REPRESENT THEMSELVES AS A SUPPLIER/ CONTRACTOR, INCLUDING IDENTIFYING THEMSELVES AS SUCH IN PERSON, IN ANSWERING THE TELEPHONE AND ON ANSWERING DEVICES. THIS INCLUDES NOT WEARING AT&T BRANDED CLOTHING WHILE PERFORMING WORK FOR AT&T. ALL SUPPLIER EMPLOYEES ARE REQUIRED TO WEAR A PICTURE ID WHICH DISPLAYS THEIR PERSONAL NAME AND COMPANY NAME. ALL SUPPLIER VEHICLES ARE REQUIRED TO HAVE A MAGNETIC SIGN OR SIGN OF SOME SORT INDICATING THE SUPPLIER'S NAME AND TELEPHONE NUMBER AND SHOULD BE PROMINENTLY DISPLAYED WHEN ENGAGING IN ANY AT&T WORK.

THESE CONTRACTORS ARE EXPECTED TO PERFORM THEIR WORK DURING NORMAL WORK DAY HOURS AS ESTABLISHED BY THE AT&T MANAGER FOR EACH RESPECTIVE UNIT. NORMALLY THIS WILL BE 7:30AM TO 4:30PM. EXCEPTIONS OR VARIATIONS MUST BE APPROVED BY THE RESPONSIBLE MANAGER. AS STATED ABOVE, NO PREMIUM HOURS WILL BE AUTHORIZED AND DAILY TIME SHEETS AS WELL AS DAILY ITINERARIES ARE DUE TO THE MANAGER EACH MORNING.

 *** BID WILL NOT BE ACCEPTED UNLESS YOUR DOLLARS ARE ***
 *** SPREAD CORRECTLY USING THE PERCENTAGES INDICATED ***
 *** BELOW FOR EACH LINE ITEM IN YOUR BID. *****

% DISTRIBUTION
 INSP F5500 = 100%

City: VARIOUS - SEE SCOPE OF WORK County: VARIOUS - SEE SCOPE OF WORK
 Crossroads: VARIOUS - SEE SCOPE OF WORK
 Loc: VARIOUS - SEE SCOPE OF WORK

Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
INSP	LUMP SUM INSPECTION	DOLLARS	1.00	F5500	73,910.00		<input type="checkbox"/>

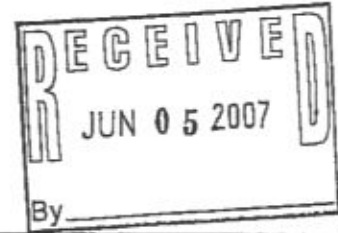
Total Bid Amount: 73,910.00

This Order is submitted pursuant to SBC Agreement No. 2659SW, the terms of which are incorporated as if set forth fully herein.



FINAL Bill

P.O. Box 650516
Dallas, TX 75265-0516



BILLING INVOICE

[CUSTOMER COPY]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-1372-127
PROJECT # 5870714
CWOTS # 449T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - CR 271. PROJECT ID 183-A_UAA_SBC-08

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	4,531.94
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>4,531.94</u>
Total Cost of Services Performed	\$	4,531.94
Less: Previous Billings/Payments	\$	-
Total Amount Due	\$	<u><u>4,531.94</u></u>

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.		Batch No.		
Pay Type	Company No.	Check Handle		
Cost Center	Cost Type	Cost Code	Amount	SBLOG/Asset#
318815	1436	860011	4531.94	
Explanation <u>RELOCATE AT&T / CR 271</u>				
Reviewed	<u>RG</u>	<u>5/31/07</u>	Approved	<u>X</u>



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE
[RETURN PAGE]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-1372-127
PROJECT # 5870714
CWOTS # 449T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - CR 271. PROJECT ID 183-A_UAA_SBC-08

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	4,531.94
Credits:		
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>4,531.94</u>
Total Cost of Services Performed	\$	4,531.94
Less: Previous Billings/Payments	\$	<u>-</u>
Total Amount Due	\$	<u><u>4,531.94</u></u>

Make checks payable to AT&T
Please return this page with your payment to:
P.O. Box 650516
Dallas, TX 75265-0516

CTRMA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 5870714
CWOTS # 449T06
CRIS # 660-07U-1372-127

New Material	1,475.46
Labor - Contract	210.00
Labor - AT&T	725.47
Engineering - Contract	-
Engineering -AT&T	646.91
AT&T Labor/Engineering Benefit Loading	602.49
Minor and Miscellaneous Expense:	276.91
Corporate Overhead Loadings	594.70
Gross Construction Cost	4,531.94
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	4,531.94
Net Construction Cost x Ratio of 100.00%	4,531.94
Less Previous Payments	-
Total	4,531.94

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

CTRMA-HILL COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5870714
CRIS # 660-07U-1372-127
CWOTS # 449T06

	Description	Quantity	Rate	Amount	Total
New Materials:					
AT&T Material/Equipment:					
	Tele PUC-Buried Cable-Metallic Regular	1072.00		425.80	
	Tele PUC-Buried Cable-Metallic Regular	1572.00		624.08	
	Tele PUC-Buried Cable-Metallic Regular	1072.00		425.58	
	Vendor Materials				1,475.46
Vendor Materials:					
Labor:					
Contract:					
	HUMANO GROUP LLC			105.00	
	HUMANO GROUP LLC			52.50	
	HUMANO GROUP LLC			52.50	
	Total Vendor Materials				210.00
AT&T					
	Installation	16.00		637.77	
	Rearrangements	1.25		47.84	
	Removals	1.00		39.86	
	Total Labor-AT&T				725.47
Engineering:					
Contract					
AT&T					
	Performed engineering process that involved the selection or implementation of design materials and methods for constructing local loop facilities. Prepared cost estimate for this project. Attended TXDOT meetings and numerous field visits. Prepared engineering work prints and schematics from sketches.	8.00		646.91	
	Total Engineering-AT&T				646.91
AT&T Labor/Engineering Benefit Loading					
	See Cost Description	26.25		602.49	
	Total Labor/Engineering Benefit Loading				602.49
Minor and Miscellaneous Expense:					
	Motor Vehicle			57.34	
	Other Expense			(81.19)	
	Exempt Material			255.03	

CTRMA-Hi-COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 5870714
 CRIS # 060-07U-1372-127
 CWOTS # 449T06

Provisioning Expense	Hours	Quantity	Rate	Amount	Total
Vendor Other					
				45.73	
Freight Charges (See attached Invoices)					
Corporate Overhead Loadings (direct & indirect AT&T labor = \$1,348.67)				594.70	
Gross Construction Cost:					
: Betterment Credit: x Betterment Ratio of 0%					
Salvage Credit:					
Depreciation Credit:					
Net Construction Cost: x Ratio of 100.00000%					
					276.91
					594.70
					4,531.94
					100.00000%
					4,531.94
					TOTAL

Cost Description

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same at those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.

P.O. Num: 00209903WY

Invoice: HGL90032B

Invoice Date: 09/25/06 Sent For Payment: 11/07/06 SW

Supplier: 2659SW HUMANO GROUP, LLC

Address: 5959 Direction:

Street: GATEWAY WEST, SUITE 218

City: EL PASO

PO Box:

State: TX Zip: 79925

Disc: 0.00% in days 45 Unit Price %: 00

Request Type: LUMP SUM

Payment Type: PARTIAL

Invoice Remarks: CONTRACT LABOR FROM 7/17 TO 8/11/06

INVOICED 9,432.50 FOR 269.50 HOURS WORK COMPLETED BY
FRED FORD AND
RICHARD WHITE

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
INSP	5890313	XR0205	S0S21E200	9257C	17.50	DOLLAR	1.00	17.50
INSP	5880540	XY4255	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5887596	XY4255	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5891173	XY4255	S0S21E200	4C	70.00	DOLLAR	1.00	70.00
INSP	5906115	XY4255	S0S21E200	5C	35.00	DOLLAR	1.00	35.00
INSP	5898321	XY4258	S0S21E200	22C	35.00	DOLLAR	1.00	35.00
INSP	5902126	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5906115	XY4255	S0S21E200	4C	35.00	DOLLAR	1.00	35.00
INSP	5906897	XY4255	S0S21E200	22C	35.00	DOLLAR	1.00	35.00
INSP	5910877	XY4255	S0S21E200	22C	35.00	DOLLAR	1.00	35.00
INSP	5909714	XY4267	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5910499	XY7327	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5894413	XY4258	S0S21E200	22C	105.00	DOLLAR	1.00	105.00
INSP	5825593	XY4258	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5795185	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5851584	XY4258	S0S21E200	645C	35.00	DOLLAR	1.00	35.00
INSP	5885357	XY4258	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5891011	XY4258	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5902493	XY4258	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5903864	XY4258	S0S21E200	22C	70.00	DOLLAR	1.00	70.00
INSP	5909078	XY4258	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5914747	XY4258	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5915488	XY4255	S0S21E200	22C	70.00	DOLLAR	1.00	70.00
INSP	5917858	XY4259	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5919840	XY4258	S0S21E200	5C	70.00	DOLLAR	1.00	70.00
INSP	5921533	XY4778	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
LNWSP	5923417	XY4258	S0S21E200	1C	35.00	DOLLAR	1.00	35.00
CNSP	5304941	XY7926	S0S21E200	4C	70.00	DOLLAR	1.00	70.00

INSP	5925823	XY4255	SOS21F	22C	70.00	DOLLAR	1.00	0.00
INSP	5559072	XY4258	SOS21E200	4C	70.00	S DOLLAR	1.00	70.00
INSP	5932131	XY4258	SOS21E200	22C	105.00	S DOLLAR	1.00	105.00
	5932493	XY4259	SOS21E200	45C	140.00	S DOLLAR	1.00	140.00
INSP	5933252	XY4258	SOS21E200	22C	35.00	S DOLLAR	1.00	35.00
INSP	5933276	XY4258	SOS21E200	45C	70.00	S DOLLAR	1.00	70.00
INSP	5946971	XY4267	SOS21E200	1C	70.00	S DOLLAR	1.00	70.00
INSP	5947382	XY4255	SOS21E200	1C	70.00	S DOLLAR	1.00	70.00
INSP	5948288	XY4259	SOS21E200	845C	280.00	S DOLLAR	1.00	280.00
INSP	5950428	XY4259	SOS21E200	645C	70.00	S DOLLAR	1.00	70.00
INSP	5565230	XY4255	SOS21E200	85C	52.50	S DOLLAR	1.00	52.50
INSP	5490179	XY4345	SOS21E200	845C	105.00	S DOLLAR	1.00	105.00
INSP	5490184	XY4345	SOS21E200	845C	253.75	S DOLLAR	1.00	253.75
INSP	5565164	XY4255	SOS21E200	1C	78.75	S DOLLAR	1.00	78.75
INSP	5564448	XY4251	SOS21E200	845C	61.25	S DOLLAR	1.00	61.25
INSP	5565477	XY4255	SOS21E200	822C	52.50	S DOLLAR	1.00	52.50
INSP	5597762	XY4259	SOS21E200	85C	210.00	S DOLLAR	1.00	210.00
INSP	5607321	XY4255	SOS21E200	9257C	17.50	S DOLLAR	1.00	17.50
INSP	5607323	XY4255	SOS21E200	845C	35.00	S DOLLAR	1.00	35.00
	5614214	XY4472	SOS21E200	22C	43.75	S DOLLAR	1.00	43.75
INSP	5615478	XY4472	SOS21E200	845C	61.25	S DOLLAR	1.00	61.25
INSP	5624069	XY4472	SOS21E200	845C	35.00	S DOLLAR	1.00	35.00
INSP	5621332	XY4255	SOS21E200	822C	157.50	S DOLLAR	1.00	157.50
INSP	5624790	XY4472	SOS21E200	845C	35.00	S DOLLAR	1.00	35.00
INSP	5643391	XY4251	SOS21E200	845C	26.25	S DOLLAR	1.00	26.25
INSP	5646408	XY4251	SOS21E200	45C	17.50	S DOLLAR	1.00	17.50
INSP	5642920	XY4251	SOS21E200	45C	17.50	S DOLLAR	1.00	17.50
INSP	5647530	XY4251	SOS21E200	45C	17.50	S DOLLAR	1.00	17.50
INSP	5660367	XY7892	SOS21E200	2M	52.50	S DOLLAR	1.00	52.50
INSP	5728687	XY4251	SOS21E200	45C	78.75	S DOLLAR	1.00	78.75
INSP	5747631	XY4451	SOS21E200	822C	166.25	S DOLLAR	1.00	166.25
INSP	5821420	XY4251	SOS21E200	845C	122.50	S DOLLAR	1.00	122.50
INSP	5851023	XY4472	SOS21E200	1C	61.25	S DOLLAR	1.00	61.25
INSP	5883258	XY4251	SOS21E200	845C	122.50	S DOLLAR	1.00	122.50
	5883258	XY4251	SOS21E200	822C	43.75	S DOLLAR	1.00	43.75
INSP	5895812	XY4251	SOS21E200	845C	122.50	S DOLLAR	1.00	122.50
INSP	5895962	XY4251	SOS21E200	845C	17.50	S DOLLAR	1.00	17.50

INSP	5896555	XY4251	SOS21E	845C	78.75	S	DOLLAR	1.00	78.75
INSP	5896555	XY4251	SOS21E200	845C	52.50	S	DOLLAR	1.00	52.50
INSP	5905736	XY4251	SOS21E200	45C	113.75	S	DOLLAR	1.00	113.75
	5905736	XY4251	SOS21E200	45C	43.75	S	DOLLAR	1.00	43.75
INSP	5937134	XY4251	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
INSP	5912142	XY4251	SOS21E200	845C	218.75	S	DOLLAR	1.00	218.75
INSP	5937134	XY4251	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
INSP	5893191	XY4451	SOS21E200	85C	8.75	S	DOLLAR	1.00	8.75
INSP	5559072	XY4258	SOS21E200	4C	175.00	S	DOLLAR	1.00	175.00
INSP	5762239	XY4255	SOS21E200	845C	157.50	S	DOLLAR	1.00	157.50
INSP	5320379	XY4255	SOS21E200	4C	140.00	S	DOLLAR	1.00	140.00
INSP	5867990	XY4259	SOS21E200	1M	140.00	S	DOLLAR	1.00	140.00
INSP	5883084	XY7327	SOS21E200	22C	35.00	S	DOLLAR	1.00	35.00
INSP	5893317	XR0230	SOS21E200	9257C	26.25	S	DOLLAR	1.00	26.25
INSP	5893121	XY4451	SOS21E200	845C	26.25	S	DOLLAR	1.00	26.25
INSP	5892663	XY4451	SOS21E200	845C	17.50	S	DOLLAR	1.00	17.50
INSP	5892663	XY4451	SOS21E200	45C	17.50	S	DOLLAR	1.00	17.50
INSP	5893317	XR0230	SOS21E200	9257C	26.25	S	DOLLAR	1.00	26.25
	5893121	XY4451	SOS21E200	45C	17.50	S	DOLLAR	1.00	17.50
INSP	5893121	XR0223	SOS21E200	9257C	8.75	S	DOLLAR	1.00	8.75
INSP	5891283	XY4451	SOS21E200	85C	87.50	S	DOLLAR	1.00	87.50
INSP	5893191	XY4451	SOS21E200	845C	17.50	S	DOLLAR	1.00	17.50
INSP	5890628	XY4451	SOS21E200	1C	8.75	S	DOLLAR	1.00	8.75
INSP	5890628	XY4451	SOS21E200	45C	17.50	S	DOLLAR	1.00	17.50
INSP	5890628	XR0206	SOS21E200	9257C	8.75	S	DOLLAR	1.00	8.75
INSP	5891316	XY4451	SOS21E200	85C	43.75	S	DOLLAR	1.00	43.75
INSP	5892663	XR0251	SOS21E200	9257C	61.25	S	DOLLAR	1.00	61.25
INSP	5891316	XY4451	SOS21E200	45C	26.25	S	DOLLAR	1.00	26.25
INSP	5891283	XY4451	SOS21E200	45C	17.50	S	DOLLAR	1.00	17.50
INSP	5892663	XY4451	SOS21E200	822C	26.25	S	DOLLAR	1.00	26.25
INSP	5891316	XR0252	SOS21E200	9257C	26.25	S	DOLLAR	1.00	26.25
INSP	5892693	XY4451	SOS21E200	822C	26.25	S	DOLLAR	1.00	26.25
INSP	5891316	XY4451	SOS21E200	4C	43.75	S	DOLLAR	1.00	43.75
	5893191	XY4451	SOS21E200	85C	17.50	S	DOLLAR	1.00	17.50
	5891316	XY4451	SOS21E200	4C	17.50	S	DOLLAR	1.00	17.50
INSP	5892693	XY4451	SOS21E200	45C	35.00	S	DOLLAR	1.00	35.00

INSP	5891316	XY4451	SOS21E200	7 4C	17.50	DOLLAR	1.00	17.50
						S		
INSP	5891283	XR0213	SOS21E200	9257C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5891283	XY4451	SOS21E200	822C	52.50	DOLLAR	1.00	52.50
						S		
	5893191	XY4451	SOS21E200	45C	43.75	DOLLAR	1.00	43.75
						S		
INSP	5893618	XY4451	SOS21E200	45C	52.50	DOLLAR	1.00	52.50
						S		
INSP	5893317	XY4451	SOS21E200	45C	61.25	DOLLAR	1.00	61.25
						S		
INSP	5893317	XY4451	SOS21E200	845C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5891069	XY4451	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5893317	XY4451	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5893317	XR0230	SOS21E200	9257C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5892693	XR0250	SOS21E200	9257C	43.75	DOLLAR	1.00	43.75
						S		
INSP	5656132	XY4258	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5513377	XY4778	SOS21E200	85C	280.00	DOLLAR	1.00	280.00
						S		
INSP	5537181	XY4258	SOS21E200	45C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5559072	XY4258	SOS21E200	4C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5730885	XY4255	SOS21E200	45C	105.00	DOLLAR	1.00	105.00
						S		
INSP	5740265	XY4258	SOS21E200	2M	35.00	DOLLAR	1.00	35.00
						S		
INSP	5748550	XY4255	SOS21E200	1X	35.00	DOLLAR	1.00	35.00
						S		
INSP	5758461	XY4255	SOS21E200	22C	52.50	DOLLAR	1.00	52.50
						S		
	5767141	XY4258	SOS21E200	845C	105.00	DOLLAR	1.00	105.00
						S		
INSP	5779148	XY4255	SOS21E200	45C	840.00	DOLLAR	1.00	840.00
						S		
INSP	5628138	XY4267	SOS21E200	1C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5813130	XY4258	SOS21E200	22X	35.00	DOLLAR	1.00	35.00
						S		
INSP	5810946	XY4255	SOS21E200	1M	35.00	DOLLAR	1.00	35.00
						S		
INSP	5861826	XY4258	SOS21E200	845C	140.00	DOLLAR	1.00	140.00
						S		
INSP	5891069	XR0207	SOS21E200	9257C	52.50	DOLLAR	1.00	52.50
						S		
INSP	5836718	XY4255	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5870714	XY4259	SOS21E200	45C	105.00	DOLLAR	1.00	105.00
						S		
INSP	5857583	XY4778	SOS21E200	1C	35.00	DOLLAR	1.00	35.00
						S		
INSP	5862939	XY4255	SOS21E200	22C	70.00	DOLLAR	1.00	70.00
						S		
INSP	5893191	XR0239	SOS21E200	9257C	26.25	DOLLAR	1.00	26.25
						S		
INSP	5304941	XY7926	SOS21E200	4C	245.00	DOLLAR	1.00	245.00
						S		
INSP	5891069	XY4451	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
						S		

Invoice Total: 9,432.50

(A)cccept

(Q)uit

Work Request: 00209903WY P.O. Date: 07/1 5 00:00
 Start Date: 07/17/06 00:00 Complete Date: 10/17/06 00:00
 Supplier: 2659SW HUMANO GROUP, LLC Phone: 915-225-6500
 Coordinator: WAYNE WEAVER Phone: 512-870-3245
 Net discount 0 % in 45 days. Evaluation Required?

Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
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5949357 XY4836 ECW01 07/17/06 00:00 10/17/06 00:00
 Desc: PER HOUSTON STAFF..ESTABLISHED "CONTINUATION" PO'S- DUE TO
 PO#00209903 REACHED MAXIMUM DATA INPUT

- 00222586
- 00222589
- 00222590
- 00222591
- 00222592
- 00222593
- 00222594
- 00222595
- 00222596
- 00222597

BID OPENS AT 10:00 AM (CST) ON 07/11/06.

DISTRIBUTE TOTAL BID AMOUNT PER LINE ITEM USING THE PERCENTAGES INDICATED BELOW.

BID SHOULD BE SUBMITTED AS A BULK DOLLAR AMOUNT FOR THE TIME PERIOD INDICATED, NOT AS AN HOURLY RATE.

PROVIDE FOUR (4) QUALIFIED AND APPROVED INDIVIDUALS TO PERFORM FIELD INSPECTIONS OF COMMUNICATIONS FACILITY PLACEMENT, FACILITY REARRANGEMENT AND/OR ANY ASSOCIATED CONSTRUCTION WORK FOR A TOTAL OF 2112 HOURS (66 WORK DAYS PER INDIVIDUAL) IN THE ECW01 BID ZONE. THE INDIVIDUALS DESIGNATED TO PERFORM THIS WORK WILL HAVE TO BE APPROVED BY AT&T MANAGEMENT PRIOR TO THIS CONTRACT TAKING EFFECT. THE CONTRACT WILL NOT BE APPROBATED WITHOUT AT&T'S APPROVAL OF THE INDIVIDUALS YOU ASSIGN TO THESE JOB DUTIES.

JOB DUTIES INCLUDE PRE-SURVEYING CONSTRUCTION PACKAGES, JOINT USE MEMOS, ASSISTING WITH DATA PREPARATION AND JOB DOCUMENTATION. DUTIES WILL ALSO INCLUDE MEETINGS WITH BUT NOT LIMITED TO AT&T PERSONNEL, GOVERNMENT AGENCIES, UTILITY REPRESENTATIVES AND CONSTRUCTION SUPPLIERS. THESE INDIVIDUALS MUST HAVE AN UNDERSTANDING OF OUTSIDE PLANT DESIGN PRINCIPLES, PRINT READING, WORK ORDER PROCEDURES, TELEPHONE INDUSTRY STANDARDS, NATIONAL ELECTRIC CODE, AND AT&T PRACTICES. THESE INDIVIDUALS MUST HAVE A THOROUGH UNDERSTANDING OF CITY, COUNTY, STATE AND FEDERAL GOVERNING AGENCIES. THESE INDIVIDUALS MUST POSSESS A FUNCTIONAL KNOWLEDGE OF PC APPLICATIONS (I.E. ACAS, JMOS) AND COMPUTED AIDED DRAFTING/RECORD SYSTEMS (I.E. OPTI, VOLOVIEW).

TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE PAID BY THE SUPPLIER NOT AT&T.

THESE INSPECTORS WILL BE REQUIRED TO WORK EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK. NO PREMIUM HOURS WILL BE PAID. THE AT&T REPRESENTATIVE WILL DESIGNATE THE HOURS OF WORK AND THE REPORTING LOCATION. THESE INSPECTORS WILL PROVIDE THE AT&T REPRESENTATIVE A DAILY TIME SHEET DOCUMENTING THE PROJECT NUMBER AND THE START AND STOP TIME. TIME WILL BE CHARGED TO THE INDIVIDUAL WORK ORDERS (DARE PROJECTS) AND NOT THE BULK DARE PROJECT ASSIGNED ON THE ORIGINAL ACAS P.O. THESE CHARGES SHOULD BE SUBMITTED FOR APPROVAL BY THE SUPPLIER VIA ACAS CHANGE ORDERS.

THESE INSPECTORS WILL BE REQUIRED TO HAVE A CELLULAR TELEPHONE, MEASURING WHEEL AND MINOR HAND TOOLS. ALL COSTS INCLUDING TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE INCLUDED IN YOUR BID PRICE.

WHILE PERFORMING WORK FOR AT&T, SUPPLIERS ARE PERCEIVED TO BE REPRESENTATIVES OF AT&T BY THE PUBLIC. SUPPLIERS SHALL MAINTAIN GOOD PUBLIC RELATIONS IN CONTACT WITH THE PUBLIC AND WITH EMPLOYEES

OF AT&T. THE SUPPLIER WILL ALWAYS REPRESENT THEMSELVES AS A SUPPLIER/ CONTRACTOR AT&T INCLUDING IDENTIFYING THEM AS SUCH IN PERON, IN ANSWERING THE TELEPHONE AND ON ANSWERING DEVICES. THIS INCLUDES NOT WEARING AT&T BRANDED CLOTHING WHILE PERFORMING WORK FOR AT&T. ALL SUPPLIER EMPLOYEES ARE REQUIRED TO WEAR A PICTURE ID WHICH DISPLAYS THEIR PERSONAL NAME AND COMPANY NAME. ALL SUPPLIER VEHICLES ARE REQUIRED TO HAVE A MAGNETIC SIGN OR SIGN OF SOME SORT INDICATING THE SUPPLIER'S NAME AND TELEPHONE NUMBER AND SHOULD BE PROMINENTLY DISPLAYED WHEN ENGAGING IN ANY AT&T WORK.

THESE CONTRACTORS ARE EXPECTED TO PERFORM THEIR WORK DURING NORMAL WORK DAY HOURS AS ESTABLISHED BY THE AT&T MANAGER FOR EACH RESPECTIVE UNIT. NORMALLY THIS WILL BE 7:30AM TO 4:30PM. EXCEPTIONS OR VARIATIONS MUST BE APPROVED BY THE RESPONSIBLE MANAGER. AS STATED ABOVE, NO PREMIUM HOURS WILL BE AUTHORIZED AND DAILY TIME SHEETS AS WELL AS DAILY ITINERARIES ARE DUE TO THE MANAGER EACH MORNING.

 *** BID WILL NOT BE ACCEPTED UNLESS YOUR DOLLARS ARE ***
 *** SPREAD CORRECTLY USING THE PERCENTAGES INDICATED ***
 *** BELOW FOR EACH LINE ITEM IN YOUR BID. *****

‡ DISTRIBUTION
 INSP F5500 = 100‡

City: VARIOUS - SEE SCOPE OF WORK County: VARIOUS - SEE SCOPE OF WORK
 Crossroads: VARIOUS - SEE SCOPE OF WORK
 Loc: VARIOUS - SEE SCOPE OF WORK

Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
INSP	LUMP SUM INSPECTION	DOLLARS	1.00	F5500	73,910.00		<input type="checkbox"/>

Total Bid Amount: 73,910.00

This Order is submitted pursuant to SBC Agreement No. 2659SW, the terms of which are incorporated as if set forth fully herein.

P.O. Num: 00222589GJ
 Invoice: HGL222589W2 Invoice Date: 10/18/06 Sent For SW
 Supplier: 2659SW HUMANO GROUP, LLC Payment: 12/07/06
 Address: 5959 Direction:
 Street: GATEWAY WEST, SUITE 218
 City: EL PASO PO Box:
 State: TX Zip: 79925
 Disc: 0.00% in days 45 Unit Price %: Request Type: LUMP SUM
 00

Payment Type: PARTIAL
 Invoice Remarks: CONTRACT LABOR FROM 8-21 TO 8-25
 TOTAL HOURS WORKED 152
 BRUCE FINCH
 FRED FORD
 BENFORD THURMAN
 RICHARD WHITE

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
INSP	5876981	XY4255	S0S21E200	5C	35.00	DOLLAR	1.00	35.00
INSP	5959607	XY4259	S0S21E200	845C	35.00	DOLLAR	1.00	35.00
INSP	5915488	XY4255	S0S21E200	22C	35.00	DOLLAR	1.00	35.00
INSP	5951643	XY4255	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5961057	XY4259	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5940296	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5861847	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5914860	XY4259	S0S21E200	45M	35.00	DOLLAR	1.00	35.00
INSP	5885462	XY4259	S0S21E200	845C	35.00	DOLLAR	1.00	35.00
INSP	5932685	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5914659	XY4267	S0S21E200	645C	70.00	DOLLAR	1.00	70.00
INSP	5948288	XY4259	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5866921	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5861264	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5861272	XY4259	S0S21E200	645C	35.00	DOLLAR	1.00	35.00
INSP	5778648	XY4259	S0S21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5870714	XY4259	S0S21E200	45C	52.50	DOLLAR	1.00	52.50
INSP	5906127	XY4259	S0S21E200	845C	52.50	DOLLAR	1.00	52.50
INSP	5872642	XY4259	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5912156	XY4259	S0S21E200	22X	35.00	DOLLAR	1.00	35.00
INSP	5911090	XY4259	S0S21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5860137	XY4778	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5922296	XY4267	S0S21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5941824	XY4778	S0S21E200	622M	35.00	DOLLAR	1.00	35.00
INSP	5821813	XY4259	S0S21E200	45M	35.00	DOLLAR	1.00	35.00
INSP	5946865	XY7321	S0S21E200	22C	105.00	DOLLAR	1.00	105.00
INSP	5665028	XY7285	S0S21E200	45M	35.00	DOLLAR	1.00	35.00
INSP	5834283	XY7285	S0S21E200	22C	35.00	DOLLAR	1.00	35.00

INSP	5962020	XY7272	SOS21E	45C	35.00	S	DOLLAR	1.00	35.00
INSP	5910145	XY7247	SOS21E200	22C	70.00	S	DOLLAR	1.00	70.00
INSP	5961180	XY7385	SOS21E200	22C	105.00	S	DOLLAR	1.00	105.00
	5917273	XY4472	SOS21E200	22X	35.00	S	DOLLAR	1.00	35.00
INSP	5962909	XY4472	SOS21E200	22X	35.00	S	DOLLAR	1.00	35.00
INSP	5690242	XY4472	SOS21E200	1C	70.00	S	DOLLAR	1.00	70.00
INSP	5673467	XY4472	SOS21E200	1C	35.00	S	DOLLAR	1.00	35.00
INSP	5728417	XY4472	SOS21E200	1C	8.75	S	DOLLAR	1.00	8.75
INSP	5681432	XY4472	SOS21E200	1C	70.00	S	DOLLAR	1.00	70.00
INSP	5767027	XY4451	SOS21E200	2M	35.00	S	DOLLAR	1.00	35.00
INSP	5953270	XY7243	SOS21E200	645C	35.00	S	DOLLAR	1.00	35.00
INSP	5977805	XY7398	SOS21E200	4M	35.00	S	DOLLAR	1.00	35.00
INSP	5911980	XY7321	SOS21E200	22C	35.00	S	DOLLAR	1.00	35.00
INSP	5730392	XY7243	SOS21E200	1C	35.00	S	DOLLAR	1.00	35.00
INSP	5917256	XY7385	SOS21E200	22C	35.00	S	DOLLAR	1.00	35.00
INSP	5912142	XY4251	SOS21E200	845C	78.75	S	DOLLAR	1.00	78.75
INSP	5947644	XY4251	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
INSP	5883258	XY4251	SOS21E200	845C	26.25	S	DOLLAR	1.00	26.25
	5905736	XY4251	SOS21E200	45C	35.00	S	DOLLAR	1.00	35.00
INSP	5597762	XY4259	SOS21E200	845C	175.00	S	DOLLAR	1.00	175.00
INSP	5597762	XY4259	SOS21E200	85C	70.00	S	DOLLAR	1.00	70.00
INSP	5905736	XY4251	SOS21E200	45C	70.00	S	DOLLAR	1.00	70.00
INSP	5895812	XY4251	SOS21E200	845C	26.25	S	DOLLAR	1.00	26.25
INSP	5914470	XY4251	SOS21E200	845C	43.75	S	DOLLAR	1.00	43.75
INSP	5820283	XY4259	SOS21E200	85C	17.50	S	DOLLAR	1.00	17.50
INSP	5597762	XY4259	SOS21E200	845C	52.50	S	DOLLAR	1.00	52.50
INSP	5597762	XY4259	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
INSP	5947644	XY4251	SOS21E200	845C	26.25	S	DOLLAR	1.00	26.25
INSP	5883258	XY4251	SOS21E200	845C	43.75	S	DOLLAR	1.00	43.75
INSP	5919945	XY4251	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
INSP	5937134	XY4251	SOS21E200	85C	17.50	S	DOLLAR	1.00	17.50
INSP	5597762	XY4259	SOS21E200	85C	35.00	S	DOLLAR	1.00	35.00
INSP	5883258	XY4251	SOS21E200	845C	35.00	S	DOLLAR	1.00	35.00
'P	5490179	XY4345	SOS21E200	845C	70.00	S	DOLLAR	1.00	70.00
INSP	5526776	XY4451	SOS21E200	1X	26.25	S	DOLLAR	1.00	26.25
INSP	5699525	XY4836	SOS21E200	1X	26.25	S	DOLLAR	1.00	26.25

INSP	5554599	XY4451	SOS21F	1X	26.25	DOLLAR	1.00	26.25
INSP	5730044	XY4451	SOS21E200	1X	26.25	S		
INSP	5915488	XY4255	SOS21E200	22C	35.00	DOLLAR	1.00	35.00
	5951643	XY4255	SOS21E200	45C	70.00	S		
INSP	5961057	XY4259	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5876981	XY4255	SOS21E200	5C	35.00	S		
INSP	5959607	XY4259	SOS21E200	822C	35.00	DOLLAR	1.00	35.00
INSP	5940296	XY4259	SOS21E200	45C	35.00	S		
INSP	5861847	XY4259	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5914860	XY4259	SOS21E200	45M	35.00	S		
INSP	5885462	XY4259	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
INSP	5932685	XY4259	SOS21E200	45C	35.00	S		
INSP	5914659	XY4267	SOS21E200	645C	70.00	DOLLAR	1.00	70.00
INSP	5948288	XY4259	SOS21E200	845C	70.00	S		
INSP	5866921	XY4259	SOS21E200	45C	35.00	DOLLAR	1.00	35.00
INSP	5861264	XY4259	SOS21E200	45C	35.00	S		
INSP	5861272	XY4259	SOS21E200	645C	35.00	DOLLAR	1.00	35.00
INSP	5778648	XY4259	SOS21E200	45C	35.00	S		
INSP	5870714	XY4259	SOS21E200	45C	52.50	DOLLAR	1.00	52.50
	5906127	XY4259	SOS21E200	845C	52.50	S		
INSP	5872642	XY4259	SOS21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5912156	XY4259	SOS21E200	22X	35.00	S		
INSP	5911090	XY4259	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5860137	XY4778	SOS21E200	45C	70.00	S		
INSP	5922296	XY4267	SOS21E200	45C	70.00	DOLLAR	1.00	70.00
INSP	5941824	XY4778	SOS21E200	622M	35.00	S		
INSP	5821813	XY4259	SOS21E200	45M	35.00	DOLLAR	1.00	35.00
INSP	5847072	XY4258	SOS21E200	845C	35.00	S		
INSP	5885357	XY4258	SOS21E200	845C	35.00	DOLLAR	1.00	35.00
INSP	5951237	XY4255	SOS21E200	1C	70.00	S		
INSP	5863720	XY4259	SOS21E200	845C	70.00	DOLLAR	1.00	70.00
INSP	5962909	XY4472	SOS21E200	22X	35.00	S		
INSP	5767027	XY4451	SOS21E200	2M	131.25	DOLLAR	1.00	131.25
INSP	5867424	XY7247	SOS21E200	845C	52.50	S		
	5953270	XY7243	SOS21E200	645C	35.00	DOLLAR	1.00	35.00
INSP	5977805	XY7398	SOS21E200	4M	17.50	S		
INSP	5814597	XY4259	SOS21E200	45C	26.25	DOLLAR	1.00	26.25

INSP	5825414	XY4259	SOS21 J	45C	43.75	S		
						DOLLAR	1.00	43.75
INSP	5817917	XY4259	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5817916	XY4259	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
	5838222	XY4259	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5817153	XY4259	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5820289	XY4259	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5820264	XY4259	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5820271	XY4259	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5825425	XY4259	SOS21E200	845C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5937134	XY4251	SOS21E200	85C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5937134	XY4251	SOS21E200	85C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5786001	XY4836	SOS21E200	1M	17.50	S		
						DOLLAR	1.00	17.50
INSP	5824196	XY4836	SOS21E200	1C	26.25	S		
						DOLLAR	1.00	26.25
INSP	5833156	XY4836	SOS21E200	45C	17.50	S		
						DOLLAR	1.00	17.50
INSP	5847072	XY4258	SOS21E200	845C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5885357	XY4258	SOS21E200	845C	35.00	S		
						DOLLAR	1.00	35.00
INSP	5951237	XY4255	SOS21E200	1C	70.00	S		
						DOLLAR	1.00	70.00
INSP	5863720	XY4259	SOS21E200	845C	70.00	S		
						DOLLAR	1.00	70.00
	5730044	XY4451	SOS21E200	1X	43.75	S		
						DOLLAR	1.00	43.75

Invoice Total: 5,320.00

(A)cept

(Q)uit

Work Request: 00222589GJ
Start Date: 07/17/06 00:00
Supplier: 2659SW HUMANO GROUP, LLC
Coordinator: WAYNE WEAVER
Net discount 0 % in 45 days. Evaluation Required?

P.O. Date: 10/1 6 00:00
Complete Date: 10/1, 06 00:00
Phone: 915-225-6500
Phone: 512-870-3245

Job Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
------------	---------	----------	------------	-----------------	---------------

5949357	XY4836	ECW01	07/17/06 00:00	10/17/06 00:00	
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Desc: BID OPENS AT 10:00 AM (CST) ON 10/10/06.

DISTRIBUTE TOTAL BID AMOUNT PER LINE ITEM USING THE PERCENTAGES INDICATED BELOW.

THIS WORK REQUEST IS A CONTINUATION OF EXISTING PO#00209903. PO#00209903 HAS REACHED THE MAXIMUM DATA INPUT ALLOWED IN THE ADVANCED CONTRACT ADMINISTRATION (ACAS) DATABASE. AS A RESULT, A NEW PURCHASE ORDER IS BEING ISSUED TO ALLOW CONTINUATION OF WORK REPORTING AND INVOICING. PLEASE INPUT YOUR QUOTE OF \$5,320.00 BY 10:00 AM (CST) ON 10/10/06. THE ORIGINAL SCOPE OF THE CONTRACT REMAINS THE SAME AS FOLLOWS.

SCOPE OF WORK:

PROVIDE FOUR (4) QUALIFIED AND APPROVED INDIVIDUALS TO PERFORM FIELD INSPECTIONS OF COMMUNICATIONS FACILITY PLACEMENT, FACILITY REARRANGEMENT AND/OR ANY ASSOCIATED CONSTRUCTION WORK FOR A TOTAL OF 2112 HOURS (66 WORK DAYS PER INDIVIDUAL) IN THE ECW01 BID ZONE. THE INDIVIDUALS DESIGNATED TO PERFORM THIS WORK WILL HAVE TO BE APPROVED BY AT&T MANAGEMENT PRIOR TO THIS CONTRACT TAKING EFFECT. THE CONTRACT WILL NOT BE APPROBATED WITHOUT AT&T'S APPROVAL OF THE INDIVIDUALS YOU ASSIGN TO THESE JOB DUTIES.

JOB DUTIES INCLUDE PRE-SURVEYING CONSTRUCTION PACKAGES, JOINT USE MEMOS, ASSISTING WITH DATA PREPARATION AND JOB DOCUMENTATION. DUTIES WILL ALSO INCLUDE MEETINGS WITH BUT NOT LIMITED TO AT&T PERSONNEL, GOVERNMENT AGENCIES, UTILITY REPRESENTATIVES AND CONSTRUCTION SUPPLIERS. THESE INDIVIDUALS MUST HAVE AN UNDERSTANDING OF OUTSIDE PLANT DESIGN PRINCIPLES, PRINT READING, WORK ORDER PROCEDURES, TELEPHONE INDUSTRY STANDARDS, NATIONAL ELECTRIC CODE, AND AT&T PRACTICES. THESE INDIVIDUALS MUST HAVE A THOROUGH UNDERSTANDING OF CITY, COUNTY, STATE AND FEDERAL GOVERNING AGENCIES. THESE INDIVIDUALS MUST POSSESS A FUNCTIONAL KNOWLEDGE OF PC APPLICATIONS (I.E. ACAS, JMOS) AND COMPUTED AIDED DRAFTING/RECORD SYSTEMS (I.E. OPTI, VOLOVIEW).

TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE PAID BY THE SUPPLIER NOT AT&T.

THESE INSPECTORS WILL BE REQUIRED TO WORK EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK. NO PREMIUM HOURS WILL BE PAID. THE AT&T REPRESENTATIVE WILL DESIGNATE THE HOURS OF WORK AND THE REPORTING LOCATION. THESE INSPECTORS WILL PROVIDE THE AT&T REPRESENTATIVE A DAILY TIME SHEET DOCUMENTING THE PROJECT NUMBER AND THE START AND STOP TIME. TIME WILL BE CHARGED TO THE INDIVIDUAL WORK ORDERS (DARE PROJECTS) AND NOT THE BULK DARE PROJECT ASSIGNED ON THE ORIGINAL ACAS P.O. THESE CHARGES SHOULD BE SUBMITTED FOR APPROVAL BY THE SUPPLIER VIA ACAS CHANGE ORDERS.

THESE INSPECTORS WILL BE REQUIRED TO HAVE A CELLULAR TELEPHONE, MEASURING WHEEL AND MINOR HAND TOOLS. ALL COSTS INCLUDING TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE INCLUDED IN YOUR BID PRICE.

WHILE PERFORMING WORK FOR AT&T, SUPPLIERS ARE PERCEIVED TO BE REPRESENTATIVES OF AT&T BY THE PUBLIC. SUPPLIERS SHALL MAINTAIN GOOD PUBLIC RELATIONS IN CONTACT WITH THE PUBLIC AND WITH EMPLOYEES OF AT&T. THE SUPPLIER WILL ALWAYS REPRESENT THEMSELVES AS A SUPPLIER/ CONTRACTOR FOR AT&T INCLUDING IDENTIFYING THEMSELVES AS SUCH IN PERON, IN ANSWERING THE TELEPHONE AND ON ANSWERING DEVICES. THIS INCLUDES NOT WEARING AT&T BRANDED CLOTHING WHILE PERFORMING WORK FOR AT&T. ALL SUPPLIER EMPLOYEES ARE REQUIRED TO WEAR A PICTURE ID WHICH DISPLAYS THEIR PERSONAL NAME AND COMPANY NAME. ALL SUPPLIER VEHICLES ARE REQUIRED TO HAVE A MAGNETIC SIGN OR SIGN

OF SOME SORT INDICATING THE SUPPLIER'S NAME AND TELEPHONE NUMBER AND SHOULD BE PROMINENTLY DISPLAYED WHEN ENGAGING IN ANY AT&T WORK.

THESE CONTRACTORS ARE EXPECTED TO PERFORM THEIR WORK DURING NORMAL WORK DAY HOURS AS ESTABLISHED BY THE AT&T MANAGER FOR EACH RESPECTIVE UNIT. NORMALLY THIS WILL BE 7:30AM TO 4:30PM. EXCEPTIONS OR VARIATIONS MUST BE APPROVED BY THE RESPONSIBLE MANAGER. AS STATED ABOVE, NO PREMIUM HOURS WILL BE AUTHORIZED AND DAILY TIME SHEETS AS WELL AS DAILY ITINERARIES ARE DUE TO THE MANAGER EACH MORNING.

*** BID WILL NOT BE ACCEPTED UNLESS YOUR DOLLARS ARE ***
*** SPREAD CORRECTLY USING THE PERCENTAGES INDICATED ***
*** BELOW FOR EACH LINE ITEM IN YOUR BID. *****

% DISTRIBUTION
INSP F5500 = 100%

City: VARIOUS - SEE SCOPE OF WORK County: VARIOUS - SEE SCOPE OF WORK
Crossroads:
Loc: VARIOUS - SEE SCOPE OF WORK

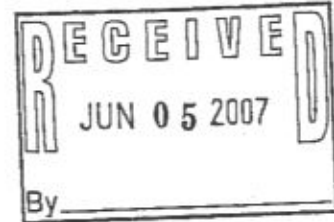
Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
INSP	LUMP SUM INSPECTION	DOLLARS	1.00	F5500	5,320.00		<input type="checkbox"/>

Total Bid Amount: 5,320.00

This Order is submitted pursuant to SBC Agreement No. 2659SW, the terms of which are incorporated as if set forth fully herein.



P.O. Box 650516
Dallas, TX 75265-0516



BILLING INVOICE

[CUSTOMER COPY]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE 5/31/2007
CRIS BILL NUMBER 660-07U-0712-127
PROJECT # 6010941
CWOTS # 446T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - SIGNAL HILL. PROJECT ID 183-A_UAA_SBC-010

DETAIL OF CHARGES:

Engineering and Construction Charges	\$	57,879.97
Depreciation Credit	\$	-
Salvage Credit	\$	-
Plant Betterment	\$	-
Net Charges	\$	<u>57,879.97</u>
Total Cost of Services Performed	\$	57,879.97
Less: Previous Billings/Payments	\$	<u>-</u>
Total Amount Due	\$	<u>57,879.97</u>

[CUSTOMER COPY]

For questions pertaining to this invoice, please call our Business Office at 1-888-827-3237

Vendor No.		Batch No.			
Pay Type	Company No.	Check Handle			
Cost Center	Cost Type	Cost Code	Amount	SBLDG/Asset#	
31815	1436	86001	57879.97		
Explanation: RELOCATE AT&T SIGNAL HILL					
Reviewed	RL	MGLS	Approved	J	



P.O. Box 650516
Dallas, TX 75265-0516

BILLING INVOICE

[RETURN PAGE]

CTRMA-HILL COUNTRY CONST.
ATTN: ACCTS PAY- JENNIFER HINKLE
P.O. BOX 202770
AUSTIN, TX. 78720

DATE - 5/31/2007
CRIS BILL NUMBER 660-07U-0712-127
PROJECT # 6010941
CWOTS # 446T06

DESCRIPTION OF SERVICES PERFORMED:

RELOCATE AT&T FACILITIES at US 183A - SIGNAL HILL. PROJECT ID 183-A_UAA_SBC-010

DETAIL OF CHARGES:

Engineering and Construction Charges	\$ 57,879.97
Credits:	
Depreciation Credit	\$ -
Salvage Credit	\$ -
Plant Betterment	\$ -
Net Charges	<u>\$ 57,879.97</u>
Total Cost of Services Performed	\$ 57,879.97
Less: Previous Billings/Payments	<u>\$ -</u>
Total Amount Due	<u>\$ 57,879.97</u>

Make checks payable to AT&T

Please return this page with your payment to:

P.O. Box 650516
Dallas, TX 75265-0516

CTRMA-HILL COUNTRY CONST.
Summary of Charges

AT&T Project No. 6010941
CWOTS # 446T06
CRIS # 660-07U-0712-127

New Material	37,040.36
Labor - Contract	34.91
Labor - AT&T	7,220.94
Engineering - Contract	-
Engineering -AT&T	2,074.77
AT&T Labor/Engineering Benefit Loading	3,675.51
Minor and Miscellaneous Expense:	3,809.31
Corporate Overhead Loadings	4,024.17
Gross Construction Cost	57,879.97
Depreciation Credit	-
Salvage Credit	-
Plan Betterment Credit	-
Net Construction Cost	57,879.97
Net Construction Cost x Ratio of 100.00%	57,879.97
Less Previous Payments	-
Total	57,879.97

Records available for audit at:

AT&T
1010 N. St. Mary's Street, Finance Department
San Antonio, Texas 78215
210.351.4643

CTRMA-HILL COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 6010941
CRIS # 660-07U-0712-127
CWOTS # 446706

Item Description	Quantity	Hours	Rate	Amount	Total
Vendor Materials:					
AT&T Material/Equipment:					
Tele PUC-Aerial Cable-Metallic Exchg-Oth Reg	350.00		1.8750	656.25	
Tele PUC-Aerial Cable-Metallic Exchg-Oth Reg	1500.00		3.2429	4,864.35	
Tele PUC-Aerial Cable-Metallic Exchg-Oth Reg	1200.00		4.0451	4,854.12	
Tele PUC-Aerial Cable-Metallic Exchg-Oth Reg	1565.00		7.9254	12,403.25	
Tele PUC-Aerial Cable-Metallic Exchg-Oth Reg	1.00		822.2400	822.24	
Tele PUC-Buried Cable-Metallic Regular	610.00		4.0069	2,444.21	
Tele PUC-Buried Cable-Metallic Regular	531.00		7.8536	4,170.26	
Tele PUC-Buried Cable-Metallic Regular	90.00		2.6905	242.15	
Tele PUC-Buried Cable-Metallic Regular	600.00		5.3474	3,208.44	
Tele PUC-Buried Cable-Metallic Regular	1.00		373.0100	373.01	
Vendor Materials				3,002.08	37,040.36
Total New Materials					
Vendor Materials:					
DIAMOND P ENTERPRISES INC				3,002.08	
See Attached Invoice					
Total Vendor Materials					
				3,002.08	
Contract:					
Randsiad communications LP				34.91	34.91
See Attached Invoice					
AT&T					
Installation				48,441.7	6,733.40
Removals				48,754.0	487.54
See Cost Description		139.00			
Teleco Splicing Labor for New Material		10.00			
Teleco Splicing Labor for removal of Existing Material					
Total Labor-AT&T					
					7,220.94
Engineering Contract					
Total Engineering-Contract					
Total Engineering-AT&T					
				86.45	2,074.77
Total Engineering-AT&T					
					2,074.77
Labor/Engineering Benefit Loading					
Motor and Miscellaneous Expense:					
Motor Vehicle					489.36
See Cost Description					

CTRMA-HILL COUNTRY CONST.
Breakdown of Charges

AT&T Project No. 6010941
CRIS # 660-07U-0712-127
CWOTS # 446706

Description	Hours	Quantity	Rate	Ambient	Total
Other Expense	See Cost Description				254.63
Exempt Material	See Cost Description				1,108.10
Provisioning Expense	See Cost Description				1,744.50
Vendor Other	Freight Charges (See attached Invoices)				
SOFTWARE SOLUTIONS UNLIMITED INC				0.19	
SOFTWARE SOLUTIONS UNLIMITED INC				0.53	
SOFTWARE SOLUTIONS UNLIMITED INC				7.11	
SOFTWARE SOLUTIONS UNLIMITED INC				46.39	
SOFTWARE SOLUTIONS UNLIMITED INC				158.02	
SOFTWARE SOLUTIONS UNLIMITED INC				0.38	
Total Vendor Other					212.62
Total Minor and Miscellaneous Expense					3,809.31
Corporate Overhead Loadings (direct & indirect AT&T labor = \$9,126.14)	See Cost Description				
		9,126.14	44.0950%		4,024.17
Loss Construction Cost:					57,879.97
Ant Betterment Credit:					
x Betterment Ratio of 0%					
Divage Credit:					
preciation Credit:					
Construction Cost:					57,879.97
ratio of 100.0000%					100.0000%
TOTAL					57,879.97

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

AT&T Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

AT&T Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same at those for plant personnel.

AT&T Labor/Engineering Benefit Loading

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurred costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurred costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is AT&T direct and indirect labor.

CAI0007-Please continue processing.

VIEW INVOICE ITEM ACCOUNTING AOC

05/09/2007 - 14:27

IAS12 EDI063060534/2

A/P Batch Nbr

Inv Itm

Inv Nbr

Vendor

Req #

53060534

0002

110891

0916101

M64260

Account

RCC

Geo Lc

Co cd

UT Nbr

CPR

PLC

Bill to Zip

45C

S0S21EA70

XY4259

SWBT

6010941

787533216

ChrgCd

Prodct Cd:

Exp Cat:

Asset Loc

EXTC: 520

MIC:

4DU000000N Init Code:

Amt:

3002.08

01=HELP

03=MENU

04=PREV

06=SELECT

07=UP

08=DOWN

...END

CAI0007-Please continue processing.

VIEW/SELECT INVOICE ITEM

05/09/2007 - 14:27

IAS07

Inmbr : 110891 BATCH # : EDI063060534 Inv Stat : 2 A/P Type : F
 Pay Amt : 10913.60 Inv Date : 11/01/06 Recv Dt : 11/02/06
 Vndr Cde : 0916101 Remit Nm : DIAMOND P ENTERPRISES
 Hold St : Bill St : Y

3el	PO Nmbr	PO Itm#	Inv Itm#	Ext	Cst	Inv Itm	St	Req Nmbr	Req Seq#	Cust Id	Order Type
	005171UE	0001	0001	3,002.08		5		M64258	0001	SW	M
	005171UE	0002	0002	3,002.08		5		M64260	0001	SW	M
	005171UE	0003	0003	3,002.08		5		M64261	0001	SW	M
	005171UE	0004	0004	953.68		5		M64261	0003	SW	M

01=HELP 03=MENU 04=PREV 06=SELECT 07=UP ...more...
 .1=CLEAR 12=MODE 08=DOWN

CAI0007-Please continue processing.

View Invoice/Item Detail

05/09/2007 - 14:27

IAS09

Inv Nmbr: 110891 Batch #: EDI063060534 A/P Type: F
 P Amt: 10913.60 Pay Date: 12/14/06 Check #: 1427988
 Disc Amt: 0.00 Inv Ttl: 10913.60 Image ID:
 Vndr Cde: 0916101 Remit Nm: DIAMOND P ENTERPRISES
 Discount: 0.00 Term Dys: 045 Due Dt:
 Tran Amt: 0.00 Adj Tran: 0.00 Inv Date: 11 01 06
 Tax Amt: 0.00 Adj Tax: 0.00 Recv Dt: 11 02 06
 Inv Stat: 2 Jrnl Stat: S Bill Cd: S FB Rcv: N Hold St: Emg Chk: N
 Ord Type: M Ord Class: N Dt sent to AP: 11/03/2006 RCC Cmpy: SWBT
 PO Nmbr: 005171UE 0002 Req Num: M64260 Req Seq: 0001 Inv Itm St: 5
 PO Desc: CONDUIT TYPE C 4IN X 20FT
 Vndr Acct:
 Recd Td: 0.00 Qty Td: Dol Adj: Zip: 78753 PLC: 34167
 Qty Ord Qty Inv Prc Mult Unit Exp Code: 0031 BO Typ:
 2520.00 2520.00 M FT 1191.30 3002.08
 Idr Msg: N FF Msg: N SS Codes: N Resolution: N ASI Acctg: N Subln: N
 Itm Msg: Y FF Msg: Y SS Codes: N Resolution: N Oth Acctg: Y ...MORE...
 :Adl Inv Ms> <Adl Inv FF> <Adl Inv SS> <Hr Resolve> <ASI ACCTG> <Subln>
 :Adl Itm Ms> <Adl Itm FF> <Adl Itm SS> <Im Resolve> <AOC ACCTG>

Supplier: 11865 RANDSTAD COMMUNICATIONS, L.P. Invoice Date: 01/11/07 Sent For Payment: 02/01/07
 Address: 4637 D ction:
 Street: CHABOT DRIVE, SUITE 200
 City: PLEASANTON PO Box:
 Net Disc: 0.00% in days 45 Unit Price \$: State: CA Zip: 94588
 Request Type: LUMP SUM

Payment Type: PARTIAL

Invoice Remarks: FOR THE SERVICE OF FIELD INSPECTIONS OF COMMUNICATION FACILITY PLACEMENTS, REARRANGEMENTS AND/OR ASSOCIATED CONSTRUCTION WORK PERFORMED ON VARIOUS JOBS DURING THE WORK PERIOD 12-10-06 THRU 12-16-06 APPROVED AND OR CORRECTIONS WERE MADE AS FOLLOWS: FOR FRED FORD BY ANTHONY ARQUIJO FOR MILTON ROSS BY S FOUGERON, FOR BRUCE FINCH BY DUANE WHITE AND FOR T BENFORD BY KEVIN BITTNER

Item	Job	GEO	RCC	FRC	Quantity	UOM	Rate	Total
INSP	5952005	XY7266	SOS21EA00	845C	209.40	DOLLAR	1.00	209.40
INSP	6058832	XY4255	SOS21EA00	22C	69.82	DOLLAR	1.00	69.82
INSP	5906948	XY4258	SOS21EA00	5C	593.47	DOLLAR	1.00	593.47
INSP	5987617	XY4255	SOS21EA00	845C	69.81	DOLLAR	1.00	69.81
INSP	5908623	XY4258	SOS21EA00	22C	34.91	DOLLAR	1.00	34.91
INSP	5987767	XY4255	SOS21EA00	1C	34.95	DOLLAR	1.00	34.95
INSP	6023208	XY4258	SOS21EA00	22X	34.95	DOLLAR	1.00	34.95
INSP	6031526	XY4258	SOS21EA00	2M	34.90	DOLLAR	1.00	34.90
INSP	5909714	XY4267	SOS21EA00	45C	34.91	DOLLAR	1.00	34.91
INSP	5998730	XY4255	SOS21EA00	845C	34.91	DOLLAR	1.00	34.91
INSP	5604514	XY4259	SOS21EA00	22C	34.91	DOLLAR	1.00	34.91
INSP	6050339	XY4259	SOS21EA00	45C	34.91	DOLLAR	1.00	34.91
INSP	6010941	XY4259	SOS21EA00	22C	34.91	DOLLAR	1.00	34.91
INSP	5951209	XY4267	SOS21EA00	45C	34.91	DOLLAR	1.00	34.91
INSP	6051380	XY4259	SOS21EA00	45C	34.91	DOLLAR	1.00	34.91
INSP	6006994	XY4778	SOS21EA00	622C	34.91	DOLLAR	1.00	34.91
INSP	5885478	XY4778	SOS21EA00	822C	34.91	DOLLAR	1.00	34.91
INSP	5864660	XY7385	SOS21EA00	1C	279.28	DOLLAR	1.00	279.28
INSP	5908526	XY7247	SOS21EA00	45X	279.28	DOLLAR	1.00	279.28
INSP	6066621	XY7243	SOS21EA00	1C	69.82	DOLLAR	1.00	69.82
INSP	6087473	XY7247	SOS21EA00	22C	139.64	DOLLAR	1.00	139.64
INSP	6064233	XY7385	SOS21EA00	822C	69.82	DOLLAR	1.00	69.82
INSP	6081244	XY4472	SOS21EA00	1C	279.28	DOLLAR	1.00	279.28
INSP	6058412	XY4472	SOS21EA00	5C	279.28	DOLLAR	1.00	279.28
INSP	6015519	XY7243	SOS21EA00	45M	69.82	DOLLAR	1.00	69.82
INSP	6023268	XY4472	SOS21EA00	45C	69.82	DOLLAR	1.00	69.82
INSP	5984897	XY7288	SOS21EA00	45C	69.82	DOLLAR	1.00	69.82

INSP	6028209	XY7261	SOS21EA00	845C	104.73	S DOLLAR	1.00	04.73
INSP	5943258	XY7282	SOS21EA00	845C	139.64	S DOLLAR	1.00	139.64
INSP	5957604	XY7282	SOS21EA00	845C	69.82	S DOLLAR	1.00	69.82
INSP	6083941	XY7261	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INS	6077399	XY7288	SOS21EA00	1C	34.91	S DOLLAR	1.00	34.91
INSP	6017139	XY7263	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	6080648	XY7261	SOS21EA00	45M	34.91	S DOLLAR	1.00	34.91
INSP	6080648	XY7261	SOS21EA00	45M	69.82	S DOLLAR	1.00	69.82
INSP	6016502	XY7282	SOS21EA00	1C	69.82	S DOLLAR	1.00	69.82
INSP	5932556	XY7282	SOS21EA00	85C	34.91	S DOLLAR	1.00	34.91
INSP	6026924	XY7282	SOS21EA00	845C	104.73	S DOLLAR	1.00	104.73
INSP	5922217	XY7263	SOS21EA00	22X	69.82	S DOLLAR	1.00	69.82
INSP	5921554	XY7263	SOS21EA00	1M	104.73	S DOLLAR	1.00	104.73
INSP	5983772	XY7263	SOS21EA00	45M	69.82	S DOLLAR	1.00	69.82
INSP	6083856	XY7282	SOS21EA00	22C	69.82	S DOLLAR	1.00	69.82
INSP	5976311	XY7288	SOS21EA00	845C	69.82	S DOLLAR	1.00	69.82
INSP	5838217	XY4259	SOS21EA00	45C	34.91	S DOLLAR	1.00	34.91
INSP	5820233	XY4259	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	5982210	XY4259	SOS21EA00	4C	139.64	S DOLLAR	1.00	139.64
INS	5990830	XY4259	SOS21EA00	45C	34.91	S DOLLAR	1.00	34.91
INSP	5900047	XY4255	SOS21EA00	845C	174.55	S DOLLAR	1.00	174.55
INSP	5902371	XY4451	SOS21EA00	822C	34.91	S DOLLAR	1.00	34.91
INSP	5902370	XY4451	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	5894398	XY4451	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	5891250	XY4451	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	5902247	XY4451	SOS21EA00	845C	34.91	S DOLLAR	1.00	34.91
INSP	5991703	XY4836	SOS21EA00	1C	34.91	S DOLLAR	1.00	34.91
INSP	5929789	XY4836	SOS21EA00	822C	104.73	S DOLLAR	1.00	104.73
INSP	5838217	XY4259	SOS21EA00	45C	104.73	S DOLLAR	1.00	104.73
INSP	5936008	XY4251	SOS21EA00	85C	69.82	S DOLLAR	1.00	69.82
INSP	5808782	XY4451	SOS21EA00	22C	69.82	S DOLLAR	1.00	69.82
INSP	6059223	XY7272	SOS21EA00	22C	69.82	S DOLLAR	1.00	69.82
INSP	5987841	XY4251	SOS21EA00	845C	69.82	S DOLLAR	1.00	69.82
INSP	5786029	XY7288	SOS21EA00	2M	69.82	S DOLLAR	1.00	69.82
INSP	5779053	XY4255	SOS21EA00	45C	139.64	S DOLLAR	1.00	139.64
INSP	5666867	XY4836	SOS21EA00	22C	34.91	S DOLLAR	1.00	34.91

34.91 DOLLAR 1.00 34.91
S

Invoice Total: 5,585.60

(A)ccpt

(C)uit

Supplier: 1186S RANDSTAD COMMUNICATIONS, L.P. Complete Date: 03/30/07 00:00
Coordinator: PERRY G THOMPSON Phone: 925-2 4151
Net discount 0 % in 45 days. Evaluation Required? Phone: 806-3. -0635

Job Number	Geo Loc	Bid Area	Start Date	Completion Date	Permit Number
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6037592	XY4836	ECW01	10/18/06 00:00	03/30/07 00:00	
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THIS WILL NEED TO BE INPUT BY 10:00 AM (CST) ON 01-09-07

DISTRIBUTE TOTAL BID AMOUNT PER LINE ITEM USING THE PERCENTAGES INDICATED BELOW.

THIS WORK REQUEST IS A CONTINUATION OF EXISTING PO #00222957. 00222957 HAS REACHED THE MAXIMUM DATA INPUT ALLOWED IN THE ADVANCED CONTRACT ADMINISTRATION (ACAS) DATABASE. FOR THIS REASON A NEW PURCHASE ORDER IS BEING ISSUED TO ALLOW CONTINUATION OF WORK REPORTING AND INVOICING, PLEASE INPUT YOUR REMAINING BALANCE OF \$87,211.70 FOR 6 LINES WITH \$14,535.28 PER LINE TO EQUAL TOTAL. BY 10:00 AM (CST) ON 01-09-07. THE ORIGINAL SCOPE OF THE CONTRACT REMAINS THE SAME AS FOLLOWS;
BID SHOULD BE SUBMITTED AS A BULK DOLLAR AMOUNT FOR THE TIME PERIOD INDICATED, NOT AS AN HOURLY RATE.

PROVIDE FOUR (4) QUALIFIED AND APPROVED INDIVIDUALS TO PERFORM FIELD INSPECTIONS OF COMMUNICATIONS FACILITY PLACEMENT, FACILITY REARRANGEMENT AND/OR ANY ASSOCIATED CONSTRUCTION WORK FOR A TOTAL OF 3648 HOURS (114 WORK DAYS PER INDIVIDUAL) IN THE ECW01 BID ZONE. THE INDIVIDUALS DESIGNATED TO PERFORM THIS WORK WILL HAVE TO BE APPROVED BY AT&T MANAGEMENT PRIOR TO THIS CONTRACT TAKING EFFECT. THE CONTRACT WILL NOT BE APPROBATED WITHOUT AT&T'S APPROVAL OF THE INDIVIDUALS YOU ASSIGN TO THESE JOB DUTIES.

JOB DUTIES INCLUDE PRE-SURVEYING CONSTRUCTION PACKAGES, JOINT USE MEMOS, ASSISTING WITH DATA PREPARATION AND JOB DOCUMENTATION. DUTIES WILL ALSO INCLUDE MEETINGS WITH BUT NOT LIMITED TO AT&T PERSONNEL, GOVERNMENT AGENCIES, UTILITY REPRESENTATIVES AND CONSTRUCTION SUPPLIERS. THESE INDIVIDUALS MUST HAVE AN UNDERSTANDING OF OUTSIDE PLANT DESIGN PRINCIPLES, PRINT READING, WORK ORDER PROCEDURES, TELEPHONE INDUSTRY STANDARDS, NATIONAL THIS WILL NEED TO BE INPUT BY 10:00 AM (CST) ON 01-09-07 ELECTRIC CODE, AND AT&T PRACTICES. THESE INDIVIDUALS MUST HAVE A THOROUGH UNDERSTANDING OF CITY, COUNTY, STATE AND FEDERAL GOVERNING AGENCIES. THESE INDIVIDUALS MUST POSSESS A FUNCTIONAL KNOWLEDGE OF PC APPLICATIONS (I.E. ACAS, JMOS) AND COMPUTED AIDED DRAFTING/RECORD SYSTEMS (I.E. OPTI, VOLOVIEW).

TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE PAID BY THE SUPPLIER NOT AT&T.

THESE INSPECTORS WILL BE REQUIRED TO WORK EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK. NO PREMIUM HOURS WILL BE PAID. THE AT&T REPRESENTATIVE WILL DESIGNATE THE HOURS OF WORK AND THE REPORTING LOCATION. THESE INSPECTORS WILL PROVIDE THE AT&T REPRESENTATIVE A DAILY TIME SHEET DOCUMENTING THE PROJECT NUMBER AND THE START AND STOP TIME. TIME WILL BE CHARGED TO THE INDIVIDUAL WORK ORDERS (DPROJECTS) AND NOT THE BULK DARE PROJECT ASSIGNED ON THE ORIGINAL ACAS P.O. THESE CHARGES SHOULD BE SUBMITTED FOR APPROVAL BY THE SUPPLIER VIA ACAS CHANGE ORDERS.

THESE INSPECTORS WILL BE REQUIRED TO HAVE A CELLULAR TELEPHONE, MEASURING WHEEL AND MINOR HAND TOOLS. ALL COSTS INCLUDING TOOLS, TRANSPORTATION, LIVING EXPENSES AND COMMUNICATION DEVICES WILL BE INCLUDED IN YOUR BID PRICE.

WHILE PERFORMING WORK FOR AT&T, SUPPLIERS ARE PERCEIVED TO BE ARE REPRESENTATIVES OF AT&T BY THE PUBLIC. SUPPLIERS SHALL MAINTAIN GOOD PUBLIC RELATIONS IN CONTACT WITH THE PUBLIC AND WITH EMPLOYEES OF AT&T. THE SUPPLIER WILL ALWAYS REPRESENT THEMSELVES AS A SUPPLIER/CONTRACTOR FOR AT&T INCLUDING IDENTIFYING THEMSELVES AS SUCH IN PERSON, IN ANSWERING THE TELEPHONE AND ON ANSWERING

PERSONS WHO DISPLAY THEIR PERSONAL NAME AND COMPANY NAME. ALL SUPPLIER VEHICLES ARE REQUIRED TO HAVE A MAGNETIC SIGN OR SIGN OF SOME SORT INDICATING THE SUPPLIER'S NAME AND TELEPHONE NUMBER AND SHOULD BE PROMINENTLY DISPLAYED WHEN ENGAGING IN ANY AT&T WORK.

THESE CONTRACTORS ARE EXPECTED TO PERFORM THEIR WORK DURING NORMAL WORK DAY HOURS AS ESTABLISHED BY THE AT&T MANAGER FOR EACH RESPECTIVE UNIT. NORMALLY THIS WILL BE 7:30AM TO 4:30PM. EXCEPTIONS OR VARIATIONS MUST BE APPROVED BY THE RESPONSIBLE MANAGER. AS STATED ABOVE, NO PREMIUM HOURS WILL BE AUTHORIZED AND DAILY TIME SHEETS AS WELL AS DAILY ITINERARIES ARE DUE TO THE MANAGER EACH MORNING.

 *** BID WILL NOT BE ACCEPTED UNLESS YOUR DOLLARS ARE ***
 *** SPREAD CORRECTLY USING THE PERCENTAGES INDICATED ***
 *** BELOW FOR EACH LINE ITEM IN YOUR BID. *****

W DISTRIBUTION

INSP F5500 = 16.66%
 INSP F5500 = 16.66%
 INSP F5500 = 16.66%
 INSP F5500 = 16.66%
 INSP F5500 = 16.66%
 INSP F5500 = 16.66%

City: VARIOUS - SEE SCOPE OF WORK County: VARIOUS - SEE SCOPE OF WORK
 Crossroads: VARIOUS - SEE SCOPE OF WORK
 Loc:

Item	Description	UOM	Quantity	FRC	Bid Amount	VD	VDI
INSP	LUMP SUM	DOLLARS	1.00	F5500	14,535.28		<input type="checkbox"/>
	INSPECTION						
INSP	LUMP SUM	DOLLARS	1.00	F5500	14,535.28		<input type="checkbox"/>
	INSPECTION						
INSP	LUMP SUM	DOLLARS	1.00	F5500	14,535.28		<input type="checkbox"/>
	INSPECTION						
II	LUMP SUM	DOLLARS	1.00	F5500	14,535.28		<input type="checkbox"/>
	INSPECTION						
INSP	LUMP SUM	DOLLARS	1.00	F5500	14,535.29		<input type="checkbox"/>
	INSPECTION						
INSP	LUMP SUM	DOLLARS	1.00	F5500	14,535.29		<input type="checkbox"/>
	INSPECTION						

Total Bid Amount: 87,211.70

This Order is submitted pursuant to SBC Agreement No. 1186S , the terms of which are incorporated as if set forth fully herein.

Software Solutions United, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PC
 08 MAY 07 Page 1
 For SHC Batch# SHC BATCH HHR=M60475&GL CODE#s...6010941...
 SEC..Y

BILL#..... SHIPPER NAME..... RECEIPT NAME..... SVS PCS WT..... CLASS LADING DESCRIPTION..... FR_AMOUNT... SHIP_DT MISC
 CHARGE#... BILL#... NPC
 ACCOUNT#..... SHIPPER COMPANY..... RECEIPT COMPANY..... OP.
 PAID..... DFC
 INVOLUE#..... SHIPPER ADDRESS..... RECEIPT ADDRESS..... CCD
 CARRIER CODE, SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED.....
 TRANSM..... RECIPIENT POD SIGNATUR VOL/MI

State Of Carrier DYNAMEX DEDICATED FLEET SVCS

604751302

Start GL-Info 1_46D_S0S21EA70-XY4259-45C-6010941_005171UE

 61031141
 \$7.11 0 0 0
 LANCASTER DYNAMEX CANTEX-MARTIN LUTHER K 1 10/31/06 121
 1725 CORRIEHL RD 2407 MARTIN LUTHER KIN 10/31/06
 DYNA LANCASTER TX US 75032 MINERAL WE TX US 76068
 \$0.00
 6323757

0/406

.....005171UE S0S21EA70XY425945C6010941 SEC2

End-GL-Info 1_46D_S0S21EA70-XY4259-45C-6010941_005171UE Nbr-Waybills = 1 AMOUNT-PAID = \$7.11 AMOUNT-PAID = \$0.00

 End-Carrier-Code DYNAMEX DEDICATED FLEET SVCS Nbr-Waybills = 1 AMOUNT-PAID = \$7.11 AMOUNT-PAID = \$0.00

 *** Total-Bills = 1 TOTAL-PAID = \$7.11 TOTAL-PAID = \$0.00

Software Solutions Unltd, Inc - LCRG-FORMAT GL DETAIL WITH ICC_EXTC_GL_PO
 08 MAY 07 Page 1
 For SRC Batch# SBC BATCH HDR=H605466GL CODE1=...6010941...
 SBC..3

BILL#..... SHIPPER NAME..... RECIPIENT NAME..... SVS PCS WT.... COMUD... CLASS LADING DESCRIPTION..... FR_AMOUNT... SHIP_DT MISC
 CHARGES... BILLED..... NPC
 ACCOUNT#..... SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... Disc
 INVOICE#..... SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CMT
 CARRIER CODE, SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED.....
 TRANS#..... RECIPIENT POD SIGNATUR VOL/HT

SEMI-CARRIER DYHAMEX DEDICATED FLEET SVCS 605461302

Start GL-Info I_460_S0821EA70-XY4259-45C-6010941_005171UE
 61101141 \$6.20 0 0
 LANCASTER DYHAMEX CANTEX-MARTIN LUTHER K 1 11/01/06 121
 \$6.20 0 1325 CORNELL RD 2407 MARTIN LUTHER KIN 11/01/06
 DYHAMEX LANCASTER TX US 75032 MINERAL WE TX US 76068 0/406
 6329283

61101141 \$40.19 0 0
 LANCASTER DYHAMEX CANTEX-MARTIN LUTHER K 1 11/01/06 121
 \$40.19 0 1325 CORNELL RD 2407 MARTIN LUTHER KIN 11/01/06
 DYHAMEX LANCASTER TX US 75032 MINERAL WE TX US 76068 0/406
 6329286

00:171UE S0821EA70XY425945C6010941 SECT
 End-GL-Info I_460_S0821EA70-XY4259-45C-6010941_005171UE Nbr-Waybills = 2 AMOUNT-PAID = \$46.39 AMOUNT-PAID = \$0.00
 6329286

End-Carrier-Codes DYHAMEX DEDICATED FLEET SVCS Nbr-Waybills = 2 AMOUNT-PAID = \$46.39 AMOUNT-PAID = \$0.00

START-UP-CARRIER SOFTWARE SOLUTIONS UNLTD INC

605461206

Start-Gb-Info: 1_480_50S21EA70-XY4259-45C-6010941_

M60475	SSI BATCH PROCESSING P	S	0	0	11/06/06 121
\$0.19	\$0.19 0				
SBC	SOFTWARE SOLUTIONS			1	
\$0.19 0%	10250 SW GREENBURG RD				
M60475					
SRUJ	PORTLAND OR US 97223				
\$0.00					
6233966					

.....50S21EA70XY425945C6010941.....

End-Gb-Info: 1_480_50S21EA70-XY4259-45C-6010941_ Nbr-Waybills = 1 AMOUNT-PAID = \$0.19 AMOUNT-PAID = \$0.00

End-Carrier-Code: SOFTWARE SOLUTIONS UNLTD INC Nbr-Waybills = 1 AMOUNT-PAID = \$0.19 AMOUNT-PAID = \$0.00

*** Total-Bills = 3 TOTAL-PAID = \$46.58 TOTAL-PAID = \$0.00

Software Solutions Int'l, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_FO
 OR MAY 07 Page 1
 For SBC Batch# SRC BATCH NRK=NR05765GL CODE1=...6010941...
 SHC.3

BILL# SHIPPER NAME RECIPIENT NAME SVS FCS WT COMOD... CLASS LADING DESCRIPTION..... PR_AMOUNT... SHIP_DT MISC
 CHARGES... BILLED..... NYC
 ACCOUNT# SHIPPER COMPANY RECIPIENT COMPANY OP.
 PAID DSC
 INVOICE# SHIPPER ADDRESS RECIPIENT ADDRESS CCD
 CMT
 CARRIER CODE. SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP. EX
 SAVED
 TRANS# RECIPIENT POD SIGNATUR VOL/MT

605761205

Start-Of-Carrier DYNAMEX DEDICATED FLEET SVCS

SCALE GL-Info I_4BC_S0S21EA70-XY4250-45C-6010941_0051710E

61103193 0 0
 \$136.89 LARCASTER TEMPLE-BELL DR-CABLE 1 11/03/06 121
 DYNAMEX
 \$136.89 0# 1325 CORNELL RD 4004 BELL DR 11/03/06
 61103193
 DYDA LARCASTER TX US 75134 TEMPLE TX US 76502 0/580
 \$0.00
 6333376

0051710E S0S21EA70XY425945C6010941 SEC2

61103193 0 0
 \$21.13 LARCASTER TEMPLE-BELL DR-CABLE 1 11/03/06 121
 DYNAMEX
 \$21.13 0# 1325 CORNELL RD 4004 BELL DR 11/03/06
 61103193
 DYDA LARCASTER TX US 75134 TEMPLE TX US 76502 0/580
 \$0.00
 6333376

End-Of-Info I_46C_S0S21EA70-XY4259-45C-6010941_0051710E Nbr-Waybills = 2 AMOUNT-PAID = \$158.02 AMOUNT-MAILED = \$0.00

End-Carrier-Code DYNAMEX DEDICATED FLEET SVCS Nbr-Waybills = 2 AMOUNT-PAID = \$158.02 AMOUNT-MAILED = \$0.00

Start Of-Carrier SOFTWARE SOLUTIONS UNLTD INC

605761203

Start-Of-Info 1_48C_50S21EA70-XY4259-45C-6010941_

M60546 SSI BATCH PROCESSING F S 0 0 0
 \$0.53 0
 SBC SOFTWARE SOLUTIONS 1
 \$0.53 02
 M60546 10250 SW GREENBURG RP
 6201 PORTLAND OR US 97224 US
 \$0.00
 6112403

11/09/06 121

.....FCS21EA70XY425945C6010941.....

End-Of-Info 1_48C_50S21EA70 XY4259-45C-6010941_ Nbr-Maybills = 1 AMOUNT-PAID = \$0.53 AMOUNT-PAID = \$0.00

End-Carrier Code: SOFTWARE SOLUTIONS UNLTD INC Nbr-Maybills = 1 AMOUNT-PAID = \$0.53 AMOUNT-PAID = \$0.00

*** Total-Bills = 3 TOTAL-PAID = \$156.55 TOTAL-PAID = \$0.00

Software Solutions Unltd, Inc - LONG-FORMAT GL DETAIL WITH IOC_EXTC_GL_PG
 08 MAY 07 Page 1
 For SBC Batch# SBC BATCH NBR=M606426CL CODE1=...6010941...
 SRC.3

BILL# SHIPPER NAME RECIPIENT NAME SVS PCS WT.... COMOD... CLASS LADING DESCRIPTION..... FR_AMOUNT... SHIP_DT MISC
 CHARGES... BILLED..... NRC
 ACCURTH..... SHIPPER COMPANY..... RECIPIENT COMPANY..... OP.
 PAID..... INVOICE#.....
 INVOICE#..... SHIPPER ADDRESS..... RECIPIENT ADDRESS..... CCD
 CWT
 CARRIER CODE, SHIPPER CITY ST ZIP... RECIPIENT CITY ST ZIP, EX
 SAVD.....
 TRANS#..... RECIPIENT POD SIGNATUR VOL/RI

606421110

Start of Carrier SOFTWARE SOLUTIONS (HLLTD) INC

Start Gl-Info I_4RC_S0S21EA70-XY4259-45C-6010941_

M60576	SSI BATCH PROCESSING F	S	0	0	
\$-.38	\$0.38 0				
SBC	SOFTWARE SOLUTIONS		1		
\$0.38 0#					
M60576	10250 SW GREENBURG RD				
SSUI	PORTLAND OR US 97223				
\$0.05					
6237010					

11/13/06 121

S0S21EA70XY425945C6010941

End Gl-Info I_4RC_S0S21EA70-XY4259-45C-6010941_ Nbr-Waybills = 1 AMOUNT-PAID = \$0.38 AMOUNT-PAID = \$0.00

End Carrier Code SOFTWARE SOLUTIONS UNLTD INC HLR-Waybills = 1 AMOUNT-PAID = \$0.38 AMOUNT-PAID = \$0.00
 *** Total Bills = 1 TOTAL-PAID = \$0.38 TOTAL-PAID = \$0.00

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

RESOLUTION NO. 07-35

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

WHEREAS, 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 the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for 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, 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 and including \$50,000.00 as set forth in Resolution No. 05-46 dated June 29, 2005, the Board must approve any change order; and

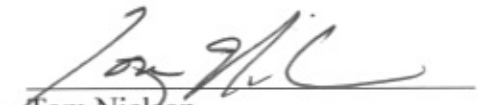
WHEREAS, the CTRMA, the GEC and the Developer, pursuant to the change order process set forth in the CDA, have determined that the construction of additional improvements to the north bound frontage road between FM 1431 and Medical Parkway require the issuance of Change Order No. 24, as set forth and in accordance with the terms thereof and attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Change Order No. 24 as set forth and in accordance with the terms in Attachment "A" attached hereto and hereby authorizes the Executive Director to finalize the terms associated with Change Order No. 24 and execute Change Order No. 24 as appropriate; and

BE IT FURTHER RESOLVED, that upon proper execution by all of the appropriate parties in accordance with the CDA, Change Order No. 24 shall be made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 24 is fully executed.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-35
Date Passed 7/25/07

Attachment "A"

Copy of Change Order No. 24 Memorandum and Summary

HNTB

M e m o r a n d u m

To: Mike Heiligenstein
Bill Chapman

Date: July 23, 2007

From: Richard Ridings

Subject: Change Order No. 024 – Construction of Curb & Gutter Improvements on the Northbound Frontage Road Between FM 1431 and Medical Parkway

Copies: Tom Nielson, Everett Owen, Ron Fagan

This attached Change Order (CO) No. 024 is in the amount of \$ 187,459.00. This change order compensates HCC for the construction improvements to the northbound frontage road between FM 1431 and Medical Parkway.

The GEC has reviewed the subject CO and recommends approval.

EXHIBIT M

FORM OF CHANGE ORDER

CHANGE ORDER PROPOSAL NO. 024 CONTRACT NO. 183A Turnpike

SECTION 1

Originator: Rich Ginder

Date: July 23, 2007

Title: Project Scheduler

Contract No. 183A Turnpike

Company Name: Hill Country Constructors

DESCRIPTION:

This change order compensates HCC for the construction improvements to the northbound frontage road between FM 1431 and Medical Parkway. The plans for the frontage road improvements are shown in Exhibit 24.3.

Scope:

The cost for this change order was based on design drawings provided by the CTRMA as shown in Exhibit 24.3. The CTRMA is responsible for the following items:

- Design of the roadway improvements along the NBR between FM 1431 and Medical Parkway.
- Public Involvement
- Utility Adjustment and Coordination

HCC pricing includes the following items:

- Removal and replacement of topsoil along the west side of the frontage road
- Removal of existing curb and gutter and roadway pavement to accommodate the new curb construction.
- Earthwork and grading.
- 8" Type 1 or equivalent flexible base. HCC already placed flexible base outside the edges of the existing pavement, however there may be some additional base required to accommodate this change order work. The CTRMA agreed to pay \$143/CY of delivered flexible base to complete the needs for the roadway improvements.
- 5.5" of Type B Hot Mix Asphalt Pavement in areas of roadway widening.

- 2" of Type C Hot Mix Asphalt Pavement in between the new curb and the existing roadway asphalt surface.
- Approximately 2,852 LF of curb and gutter. All curb and gutter will be hand formed along the saw-cut edge of pavement.
- 15 open back curb inlets along the west side of the frontage road.
- Construction Quality Assurance
- Striping.
- Signing.
- Traffic Control – Approximately 34 days of lane closures will be needed to complete this change order work. The CTRMA agreed to pay the cost of the final invoices by United Rentals for the traffic control of this change order after the work is complete.

Additional Terms:

This change order includes pricing allowances for the settlement of the fiber connection line from SH-45 section 8 mainline toll plaza to the CTRMA's old office at the Briarwick location. Both parties agree to waive all claims for changes in the development price associated with the Briarwick office fiber connection line.

CAUSE OF CHANGE ORDER REQUEST:

CTRMA requested HCC to provide pricing for the work of the improvements of the northbound frontage road between FM 1431 and Medical Parkway. The result of this request came from some communication between the adjacent land developer and the CTRMA.

Developer Project Manager **Date**

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 024

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 187,459.00. Documentation supporting the Change Order is attached as Exhibits CO.24.1 through CO.24.5.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Extended Amount</u>
B069934	Earthwork, Pavement Removal, and Toposil – Medical Pkwy - CO #24	1	LS	\$27,473.00	\$27,473.00
B071991	Flexbase – Medical Parkway – CO #24	140*	CY	\$143.00	\$20,021.00
B085283	HMA Paving B,C – Medical Parkway – CO #24	1	LS	\$4,998.00	\$4,998.00
B094629	Open Back Inlets – Medical Parkway – CO #24	15	EA	\$3,085.27	\$46,279.00
B105440	Curb and Gutter – Medical Parkway – CO #24	2,580	LF	\$17.99	\$46,416.00
B105431	Lane Closures – Medical Parkway – CO #24	34**	DY	\$529.65	\$18,008.00
A021042	Construction QA – Medical Parkway – CO #24	1	LS	\$7,449.00	\$7,449.00
A011189	Medical Parkway – Survey, Labor Escalation,	1	LS	\$6,475.00	\$6,475.00
B116437	Striping – Medical Parkway - CO #24	1	LS	\$4,101.00	\$4,101.00
B116438	Signing – Medical Parkway - CO #24	1	LS	\$6,239.00	\$6,239.00

* - The quantity of flexible base will be determined by actual delivered quantity required for this change order. Final payment will be adjusted to match the actual delivered quantity at \$143/CY.

** - The final payment for the traffic control will be determined by the invoice from United Rentals to perform the traffic control lane closures resulting from this change order.

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

A.	Developer Labor (construction)		
1.	Wages ¹	\$	25,748.00
2.	Labor benefits ² (55% of A.1)	\$	14,161.00
B.	Developer and Subcontractor Labor (professional services)		
1.	Wages ¹ (Raw)	\$	0.00
2.	Labor benefits ² (145% of B.1, which includes overhead and profit)	\$	0.00
3.	Off-duty peace officers and patrol cruisers ¹	\$	0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$	4,070.00
D.	Developer Equipment ¹	\$	1,684.00**
E.	Subcontracts ¹ (Time and Materials costs)	\$	129,722.00
F.	Utility Direct Costs ¹	\$	0.00
G.	Overhead and Profit		
1.	Labor (25% of A.1 and A.2)	\$	4,977.00
2.	Traffic Control (5% of B.3)	\$	0.00
3.	Materials (15% of C)	\$	611.00
4.	Subcontracts (5% of E)	\$	6,486.00
5.	Utility Direct Costs (5% of F)	\$	0.00

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.

H.

Grand Total

\$ 187,459.00

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 024

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:

- This work is scheduled to be completed in conjunction with the schedule for the subdivision wall added by change order no. 19 with additional time granted by change order no. 20. HCC's schedule execution for this change order is directly dependent on the following items by the CTRMA: 1) Finalize design; and 2) CTRMA Board Approval on July 25, 2007. If delays to these items cause the work to extend beyond October 30, 2007 the CTRMA will grant additional time and overhead at the monthly rate established in change order no. 20.

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 850 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. 024

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

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 024

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

GEC Team Construction Manager (CDA) Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 024

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)

Project General Engineer (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 024

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. 024

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No

CTRMA Executive Director

Date

Comments:

**Exhibit CO.24.1
Cost Breakdown Spreadsheet**

EXHIBIT M

Medical Parkway Request for Cost Proposal - Hand Curb Option

A. DEVELOPER LABOR (CONSTRUCTION)	
1. WAGES	12,845
2. LABOR BENEFITS (55% OF A.1)	7,065
B. DEVELOPER AND SUBCONTRACTOR LABOR (PROFESSIONAL SERVICES)	
1. WAGES	-
2. LABOR BENEFITS (145% OF B.1)	-
3. OFF-DUTY PEACE OFFICERS AND PATROL CRUISERS	-
C. MATERIALS	4,070
D. EQUIPMENT	21,684
E. SUBCONTRACTS	129,722
F. UTILITY DIRECT COSTS	-
G. OVERHEAD & PROFIT	
1. LABOR (25% OF A.1 and A.2)	4,977
2. TRAFFIC CONTROL (5% OF B.3)	-
3. MATERIALS (15% OF C)	611
4. SUBCONTRACTS (5% OF E)	6,486
5. UTILITY DIRECT COSTS (5% OF F)	-
H. GRAND TOTAL	187,459

US 183A

Medical Parkway Request for Cost Proposal - Hand Curb Option

ITEM	DESCRIPTION	UOM	ORIGINAL QUANTITY	PROPOSED QUANTITY	DELTA	UNIT COST	A.1 LABOR	B.1 PROF SERV	C. MATL	D. EQUIP	E.		TOTAL	TOTAL w/ Markups
											SUB			
001	DEMOLITION AND REMOVAL	SY	-	1,425	1,425	9.18	2,106	-	100	6,585	-	4,296	13,087	15,291
001A	REMOVING CURB AND GUTTER	LF	-	33	33	7.06	48	-	-	185	-	-	233	278
001B	REMOVING CONC (C&G)	LD	-	110	110	7.69	161	-	-	685	-	-	846	987
001C	HAUL OFF CONCRETE DEMO	LF	-	1	1	420.00	-	-	100	320	-	-	420	435
001D	REMOVING STAB BASE AND PAVING	SY	-	634	634	8.98	1,897	-	-	3,795	-	-	5,692	7,470
001E	HAUL OFF ASPHALT BASE	LD	-	14	14	114.29	-	-	-	1,600	-	-	1,600	1,600
001D	SAWCUT EXISTING ASPHALT	LF	-	3,124	3,124	1.38	-	-	-	-	-	4,296	4,296	4,511
002	EARTHWORK	CY	-	362	362	27.51	2,271	-	-	5,817	-	1,871	9,959	12,182
002A	EXCAVATE FOR CURB	LF	-	1,416	1,416	0.62	436	-	-	438	-	-	874	1,263
002B	EMBANKMENT	CY	-	362	362	13.70	1,007	-	-	3,894	-	-	4,961	5,961
002C	REMOVE EXISTING TOPSOIL	CY	-	93	93	10.12	206	-	-	735	-	-	941	1,134
002D	SPREAD TOPSOIL	CY	-	93	93	6.05	227	-	-	336	-	-	563	776
002E	FINISH TOPSOIL	SY	-	833	833	3.15	335	-	-	414	-	1,871	2,620	3,028
003	FLEXIBLE BASE - 8"	CY	-	140	140	113.10	3,897	-	3,160	7,595	-	1,182	15,834	20,021
<i>It is not certain until work is completed how much of the existing flexbase can be utilized. The CTRMA agreed to pay \$143.00/CY with markups for the actual amount of flexbase that is additional for this change order.</i>														
003A	BASE COURSE MATERIALS	TN	-	273	273	15.90	-	-	3,160	-	-	1,182	4,342	4,875
003B	PREP GRADE	SY	-	630	630	9.36	2,029	-	-	3,883	-	-	5,912	7,814
003C	PLACE AND FINISH BASE	TN	-	273	273	20.44	1,868	-	-	3,712	-	-	5,580	7,331
004	AC PAVEMENT	TN	-	13	13	280.31	1,347	-	610	1,687	-	-	3,644	4,998
004A	ASPHALT MATERIALS	TN	-	13	13	77.69	-	-	610	400	-	-	1,010	1,102
004B	HAND PLACE ASPHALT	TN	-	13	13	202.62	1,347	-	-	1,287	-	-	2,634	3,897
005	CURB AND GUTTER	LF	-	2,852	2,852	15.50	-	-	-	-	-	44,206	44,206	46,416
005A	CURB AND GUTTER - AARON'S HAND POUR	LF	-	2,852	2,852	15.50	-	-	-	-	-	44,206	44,206	46,416
006	DRAINAGE	LS	-	1	1	44,075.00	-	-	-	-	-	44,075	44,075	46,279
006A	TY C - 5' OPEN BACK CURB INLETS	EA	-	9	9	2,550.00	-	-	-	-	-	22,950	22,950	24,098
006B	TY C - 10' OPEN BACK CURB INLETS	EA	-	5	5	3,375.00	-	-	-	-	-	16,875	16,875	17,719
006C	TY C - 15' OPEN BACK CURB INLETS	EA	-	1	1	4,250.00	-	-	-	-	-	4,250	4,250	4,463
007	STRIPING	LS	-	1	1	3,906.00	-	-	-	-	-	3,906	3,906	4,101
007A	REFL PAV MKR TY I (W) 4" BRK	LF	-	627	627	0.31	-	-	-	-	-	194	194	204
007B	REFL PAV MKR TY I (W) 4" SLD	LF	-	181	181	0.28	-	-	-	-	-	51	51	54
007C	REFL PAV MKR TY I (W) 8" SLD	LF	-	181	181	0.60	-	-	-	-	-	109	109	114
007D	REFL PAV MKR TY I (Y) 4" SLD	LF	-	275	275	0.30	-	-	-	-	-	83	83	87
007D	REFL PAV MKR TY II C-R	EA	-	31	31	3.94	-	-	-	-	-	122	122	128
007E	ELIMINATE PAV MKR 4"	SY	-	3,055	3,055	0.85	-	-	-	-	-	2,597	2,597	2,727
007F	MOBILIZATION	EA	-	1	1	750.00	-	-	-	-	-	750	750	788

ITEM	DESCRIPTION	UOM	ORIGINAL QUANTITY	PROPOSED QUANTITY	DELTA	UNIT COST	A.1 LABOR	B.1 PROF SERV	C		E		TOTAL	TOTAL w/ Markups
									MATL	EQUIP	SUB			
008	SIGNING	LS	-	1	1	5,942.00	-	-	-	-	5,942	-	5,942	6,239
008A	SMALL SIGNS	LS	-	1	1	5,942.00	-	-	-	-	5,942	-	5,942	6,239
009	TRAFFIC CONTROL	LS	-	1	1	17,150.00	-	-	-	-	17,150	-	17,150	18,008
009A	The CTMA agreed to pay United Rentals per actual lane closure needed for complete this change order work LANE CLOSURE AND MESSAGE BOARD - UR	DAY	-	34	34	504.41	-	-	-	-	17,150	-	17,150	18,008
010	INCIDENTALS	LS	-	1	1	10,517.62	3,224	-	200	-	7,094	-	10,518	13,924
010A	SURVEY PERSONNEL	MD	-	0.2000	0.2000	14,060.00	2,612	-	200	-	-	-	2,812	5,291
010B	LABOR ESCALATION 5%	%	-	0.0500	0.0500	12,233.00	612	-	-	-	-	-	612	1,185
010C	CONSTRUCTION QA	LS	-	1	1	7,093.97	-	-	-	-	7,094	-	7,094	7,449
TOTAL CONSTRUCTION COSTS														
							12,845	-	4,070	21,684	129,722	-	168,321	187,459

Exhibit CO.24.2
Detailed Cost Estimate of Request for Cost Proposal

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: 07/23/07
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 14:10

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
AC&GNBFR	MEDICAL PARKWAY - HAND CURB OPT	1.000 LS	168,321.700	12,847	4,069	21,684	129,721	168,322
	662.7 MAN-HOURS			PERM MATL. JOB MATL.	3,769 300			

001	DEMOLITION AND REMOVAL	634.000 SY	20.642	2,107	100	6,585	4,296	13,087
	120.7 MAN-HOURS			PERM MATL. JOB MATL.	*****	*****	*****	*****

MEDICAL PARKWAY CURB AND GUTTER - TAKEOFFS

STATION	Edge of Pavement Offsets	Distance Remove C&G	Sawcut AC	Remove AC
	Original	Proposed	Difference	LF
	8	12	4	LF
159,040	8	12	4	20
159,060	8	12	4	110
159,183	8	8	0	123
159,311	8	8	0	128
159,391	8	8	0	80
159,938	8	8	0	547
160,019	8	8	0	81
160,567	8	6	-2	548
160,617	2	0	-2	50
159,040	-28	-28	0	948
159,988	-28	-28	0	312
160,300	-40	-40	0	227
160,527	-40	-40	0	61
160,588	-38	-38	0	3125
TOTALS				123

17168 1425

AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

001A REMOVING CONC CURB 33.000 LF 7.083 48 185 234
 5/10.0/1--- P - DAYS: 0.08 PROD. RATE: 40.00 LF/HR PERM MATL. 185

2.5 MAN-HOURS
 13.333 LF PER MAN-HOUR 0.075 MAN-HOURS PER LF
 01 OPERATOR FOREMAN 2006 L 1.000 0.649 21 6
 02 FOREMAN'S PICKUP (HR) E 1.000 0.184 15
 03 EXCAVATOR OPERATOR 2006 L 1.000 0.457 45
 04 JD 710 G BACKHOE (2005) E 1.000 1.373 34
 05 FRONT END LOADER OPR 06 L 1.000 0.360 50
 06 CAT 950 F LOADER (1991) E 1.000 1.030 50
 07 EQUIPMENT LOADER MOVE e/ 0.100 EA 500.000
 08 EQUIPMENT BACKHOE MOVE e/ 0.100 EA 500.000

001B REMOVING CONC (C&G) 110.000 LF 7.689 161 685 846
 5/10.0/1--- P - DAYS: 0.28 PROD. RATE: 40.00 LF/HR PERM MATL. 685

8.3 MAN-HOURS
 13.333 LF PER MAN-HOUR 0.075 MAN-HOURS PER LF
 01 OPERATOR FOREMAN 2006 L 1.000 0.649 71 20
 02 FOREMAN'S PICKUP (HR) E 1.000 0.184 50
 03 EXCAVATOR OPERATOR 2006 L 1.000 0.457 151
 04 JD 710 G BACKHOE (2005) E 1.000 1.373 34
 05 FRONT END LOADER OPR 06 L 1.000 0.360 50
 06 CAT 950 F LOADER (1991) E 1.000 1.030 113
 07 EQUIPMENT LOADER MOVE e/ 0.400 EA 200.000
 08 EQUIPMENT BACKHOE MOVE e/ 0.400 EA 200.000

001C HAUL OFF CONCRETE DEMO 4.000 LD 105.000 100 320 420
 5/10.0/1--- P - DAYS: 0.80 PROD. RATE: 0.50 LD/HR PERM MATL. 320

01 AVERAGE HAUL= 30MILES CONCRETE RECYCLER SITE AT FM 973 AND SH 71 NEAR BERGSTROM 100
 LOAD 5.0 MIN
 HAUL 32.7 MIN SPEED @ 55 MPH
 DUMP 10.0 MIN
 RETURN 32.7 MIN SPEED @ 55 MPH

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 3
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/23/07
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 14:10

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

TRAFFIC 20.0 MIN
 TOTAL 100.5 MIN
 USE 55 MIN/HOUR
 0.5 LOADS/HOUR
 13.0 TN/LOAD
 7.1 TN/HOUR
 02 DUMP FEE J/ 4.000 LD 25.000
 03 10 WHEEL END DUMP, 13T (OO) E 1.000 80.000
 001D REMOVING STAB BASE AND AC PAVE 634.000 SY 8.978 1,897 3,795
 5/10.0/1--- D - DAYS: 2.00 PROD. RATE: 31.70 SY/HR PERM MATL.
 110.0 MAN-HOURS 5.764 SY PER MAN-HOUR 0.174 MAN-HOURS PER SY JOB MATL.

01 FIGURE REMOVING 5.5" OF HCC PLACED ACP
 AREA OF REMOVAL 634SY
 ACP THICKNESS 5.5IN
 VOLUME OF REMOVAL 97CY
 VOLUME PER LOAD 7CY

LOADS
 02 OPERATOR FOREMAN 2006 L 1.000 0.819 519
 03 FOREMAN'S PICKUP (HR) E 1.000 0.232
 04 EXCAVATOR OPERATOR 2006 L 1.000 0.576 365
 05 JD 710 G BACKHOE (2005) E 1.000 1.732 1,098
 06 EXCAVATOR OPERATOR 2006 L 0.500 0.288 183
 07 CAT 330CL BACKHOE (2002) E 0.500 1.826
 08 HOERAM ATTACH (8400LB) (O) E 0.500 1.407 892
 09 GENERAL LABOR 2006 L 3.000 1.309 830
 10 EQUIPMENT LOADER MOVE e/ 0.500 EA 500.000
 11 EQUIPMENT BACKHOE MOVE e/ 0.500 EA 500.000

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 4
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/23/07
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 14:10

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

001E HAUL OFF ASPHALT / BASE 14.000 LD 114.286 1,600
 5/10.0/1--- D - DAYS: 2.00 PROD. RATE: 0.70 LD/HR PERM MATL.
 JOB MATL.

01 ANALYSIS OF TRUCK HAUL FOR IDEAL LOADING AND HAULING CONDITIONS
 WASTE MANAGEMENT IN HUTTO WILL TAKE BASE AND ASPHALT AT NO CHARGE.
 AVERAGE HAUL= 25MILES

LOAD 5.0 MIN
 HAUL 27.3 MIN SPEED @ 55 MPH
 DUMP 10.0 MIN
 RETURN 27.3 MIN SPEED @ 55 MPH
 TRAFFIC 20.0 MIN
 TOTAL 89.5 MIN

USE 55 MIN/HOUR
 0.6 LOADS/HOUR
 7.0 CY/LOAD
 4.3 CY/HOUR

02 FIGURE RUNNING 2 TRUCKS THROUGHOUT THE DURATION OF THE REMOVING ASPHALT AND STABILIZED BASE ACTIVITY.
 03 10 WHEEL END DUMP, 13T (OO) E 2.000 114.286 1,600

001F SAWCUT EXISTING ASPHALT 3,124.000 LF 1.375 4,296 4,296
 PERM MATL.
 JOB MATL.

01 SAW CUT EXISTING ASPHALT FOR WIDENINGS

LF IN IN-FT
 NBFR 3,124 5.5 17,182
 SBFR 0 5.5 0

TOTAL 17,182
 02 SAWCUT ASPHALT s/ 17,182.000 INF 0.250 4,296

AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...
 ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL

002 EARTHWORK 222.000 CY 44.869 2,272 5,817 1,871 9,961

 130.0 MAN-HOURS
 SUMMARY OF EARTHWORK
 PERM MATL. 1,871 *****
 JOB MATL. *****

LOCATION NBFR WIDENING FILL CUT 317CY
 ADD 10% SWELL TO FILL 244
 AMOUNT FROM BORROW -73 73

002A EXCAVATE FOR CURB 1,416.000 LF 0.618 436 438 875
 5/10.0/1--- D - DAYS: 0.50 PROD. RATE: 283.20 LF/HR PERM MATL.

25.0 MAN-HOURS
 01 OPERATOR FOREMAN 2006 56.640 LF PER MAN-HOUR 0.018 MAN-HOURS PER LF 130
 L 1.000 0.092
 E 1.000 0.026
 02 FOREMAN'S PICKUP (HR) 37
 L 1.000 0.068
 E 1.000 0.203
 03 BLADE OPERATOR 2006 96
 L 1.000 0.098
 E 1.000 0.051
 04 CAT 140H BLADE (1998) 287
 L 1.000 0.081
 E 1.000 0.081
 05 GENERAL LABOR 2006 114
 L 1.000
 E 1.000
 06 FRONT END LOADER OPR 06 72
 L 1.000
 E 1.000
 07 POWER BROOM - ROSCO RB48 114

002B EMBANKMENT 222.000 CY 22.347 1,067 3,894 4,961
 5/10.0/1--- D - DAYS: 1.00 PROD. RATE: 22.20 CY/HR PERM MATL.

60.0 MAN-HOURS
 01 OPERATOR FOREMAN 2006 3.700 CY PER MAN-HOUR 0.270 MAN-HOURS PER CY 260
 L 1.000 1.170
 E 1.000 0.331
 02 FOREMAN'S PICKUP (HR) 73
 E 3.000 5.405
 03 10 WHEEL END DUMP, 13T (OO) 1,200
 L 1.000 0.623
 E 1.000 0.835
 04 GENERAL LABOR 2006 138
 L 1.000 3.286
 E 1.000 0.649
 05 DOZER OPERATOR 2006 185
 L 1.000
 E 1.000
 06 CAT D6 XL (2003) 730
 L 1.000
 E 1.000
 07 FRONT END LOADER OPR 06 144
 L 1.000
 E 1.000
 08 CAT 966 G LOADER (2004) 684

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC&NBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

09	ROLLER OPERATOR 2006	L	1.000							
10	HAMM 84" SGL PAD 15 TN - RENT	E	0.855	190						
11	2.5-4M WATER TRUCK DRIVER	L	3.597					798		
12	WATER TRUCK - FREIGHTLINER	E	0.676	150						
			1.840						408	
002C	REMOVE EXISTING TOPSOIL		93.000 CY	10.123	206				735	941
5/10.0/1---	D - DAYS: 0.50		PROD. RATE: 18.60 CY/HR							

12.5 MAN-HOURS 7.440 CY PER MAN-HOUR 0.134 MAN-HOURS PER CY
 FIGURE AT LEAST 5 FEET OF TOPSOIL WILL BE REQUIRED ALONG THE BACKSIDE OF THE WEST CURB

LENGTH OF CURB AND INLETS
 TOPSOIL PLACEMENT WIDTH 1,500LF
 TOPSOIL THICKNESS 5FT
 4IN

TOPSOIL VOLUME									
01	OPERATOR FOREMAN 2006	L	0.500						
02	FOREMAN'S PICKUP (HR)	E	0.198	65					
03	FRONT END LOADER OPR 06	L	0.775	72					18
04	JD 624J IT LOADER (2005)	E	2.333						217
05	GENERAL LABOR 2006	L	0.743	69					
06	EQUIPMENT JOB MOVE	e/	500.000						500

002D	SPREAD TOPSOIL		93.000 CY	6.055	227					336	563
5/10.0/1---	D - DAYS: 0.50		PROD. RATE: 18.60 CY/HR								

12.5 MAN-HOURS									
01	OPERATOR FOREMAN 2006	L	0.500						
02	FOREMAN'S PICKUP (HR)	E	0.198	65					
03	DOZER OPERATOR 2006	L	0.997	93					
04	CAT D6H DOZER (1995)	E	3.419						
05	GENERAL LABOR 2006	L	0.743	69					

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC&NBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

002E FINISH TOPSOIL 833.000 SY 3.146 335 414 1,871 2,621

5/10.0/1--- D - DAYS: 0.50 PROD. RATE: 166.60 SY/HR

PERM MATL.

JOB MATL.

20.0 MAN-HOURS 41.650 SY PER MAN-HOUR 0.024 MAN-HOURS PER SY

- 01 OPERATOR FOREMAN 2006 L 0.500 0.078 65
- 02 FOREMAN'S PICKUP (HR) E 0.500 0.022
- 03 GENERAL LABOR 2006 L 2.000 0.166 138
- 04 THESE LABORERS ARE NEEDED TO PICK OUT LARGE ROOTS AND ROCKS.
- 05 JD 624J IT LOADER (2005) E 0.500 0.130 108
- 06 FRONT END LOADER OFR 06 L 0.500 0.043 36
- 07 BLADE OPERATOR 2006 L 1.000 0.116 96
- 08 CAT 140H BLADE (1998) E 1.000 0.345
- 09 DRILL SEED S/ 1,656.000 SY 0.180 287
- 10 EROSION CONTROL BLANKET S/ 1,656.000 SY 0.950 298

003 FLEXIBLE BASE (8") 140.000 CY 113.097 3,897 3,160 7,595 1,182 15,834

- 212.0 MAN-HOURS
- FLEXIBLE BASE NEAT VOLUME 140CY
- FLEXIBLE BASE DEPTH 8IN
- FLEXIBLE BASE NEAT AREA 630SY

THERE IS QUESTION OF HOW MUCH FLEXBASE WILL BE NEEDED BECAUSE HCC PREVIOUSLY PLACED FLEXBASE OUTSIDE THE LIMITS OF THE EXISTING ASPHALT. THE CTRMA AGREE TO PAY FOR THE ACTUAL TONAGE OF FLEXBASE THAT IS NEEDED BASED ON TONAGES ON TRUCK TICKETS. IF FLEXBASE IS REQUIRED IT WILL BE FURNISHED AND INSTALLED AT \$113.10/CY NOT INCLUDING MARKUPS.

003A BASE COURSE MATLS 273.000 TN 15.903 3,160 1,182 4,342

01 BASE COURSES

PERM MATL. 3,160

JOB MATL.

FROM STA TO AREA 8" GRADE 1

STA STA SY CY

NEFR WIDENING

630 140

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 ACGNBF MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
TOTAL			630	140				
02	TOTAL ADDITIONAL QUANTITY	140 CY						
	10" AGGREGATE BASE, GRADE 1	140 CY	1.95TN/CY	273TNS				
	ADD WASTE	30%						
	TOTAL GRADE 1 BASE	355TN						
03	AGG BASE, GRADE 1	P/	8.900		3,160			
04	HAUL AGG BASE	S/	3.330				1,182	
003B	PREP GRADE	630.000 SY	9.384	2,029	3,883			5,912

5/10.0/1--- D - DAYS: 2.00 PROD. RATE: 31.50 SY/HR PERM MATL. JOB MATL.

112.0 MAN-HOURS 5.625 SY PER MAN-HOUR 0.178 MAN-HOURS PER SY

01 INCLUDES ROUGHGRADE AND FINEGRADE PRIOR TO PLACING BASE.

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
02	OPERATOR FOREMAN 2006	L 1.000	0.824	519				
03	FOREMAN'S PICKUP (HR)	E 1.000	0.233				147	
04	GENERAL LABOR 2006	L 1.000	0.439	277				
05	BLADE OPERATOR 2006	L 1.000	0.611	385				
06	CAT 140H BLADE (1998)	E 1.000	1.822				1,148	
07	BLADE PRO LASER	E 1.000	0.794				500	
08	FRONT END LOADER OPR 06	L 0.100	0.046	29				
09	CAT 950 F LOADER (1991)	E 0.100	0.131				82	
10	ROLLER OPERATOR 2006	L 1.000	0.603	380				
11	HMM 84" SGL PAD 15 TN - RENT	E 1.000	2.535				1,597	
12	GENERAL LABOR 2006	L 1.000	0.439	277				
13	WATER TRUCK DRIVER 2006	L 0.500	0.259	163				
14	WATER TRUCK - FREIGHTLINER	E 0.500	0.648				408	

003C PLACE & FINISH SELECT BASE

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
5/10.0/1--- D - DAYS: 2.00		273.000 TN	20.440	1,868	3,712			5,580
100.0 MAN-HOURS								
01	OPERATOR FOREMAN 2006	L 2.730 TN PER MAN-HOUR	0.366 MAN-HOURS PER TN					
02	FOREMAN'S PICKUP (HR)	E 1.000	1.903	519				
03	GENERAL LABOR 2006	L 1.000	0.538				147	
			1.013	277				

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
AC&NBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...								
04	BLADE OPERATOR 2006	L 1.000	1.410	385				
05	CAT 140H BLADE (1998)	E 1.000	4.205			1,148		
06	ROLLER OPERATOR 2006	L 1.000	1.391	380				
07	HAMM 84" SGL PAD 15 TN - RENT	E 1.000	5.850			1,597		
08	WATER TRUCK DRIVER 2006	L 0.500	0.597	163				
09	WATER TRUCK - FREIGHTLINER	E 0.500	1.496			408		
10	FRONT END LOADER OPR 06	L 0.500	0.528	144				
11	CAT 950 F LOADER (1991)	E 0.500	1.509			412		

004 AC PAVEMENT

 13.000 TN 280.291 1,347 610 1,687 0 3,644

 PERM MATL. *****
 JOB MATL. 610 *****

80.0 MAN-HOURS

004A	ASPHALT MATERIALS	13.000 TN	77.692	610	400	1,010
5/10.0/1---	P - DAYS: 1.00	PROD. RATE: 1.30 TN/HR				

01 THERE IS A SECTION OF 150 LF ALONG THE NBFR WHICH WILL BE REQUIRED TO BE WIDENED.

RAMING ASPHALT CAN SUPPLY PG76-22 MIX AT \$50/TN FOB GEORGETOWN PLANT

02	AC, TY B BELLY (PG 64-22)	P/ 8.000 TN	45.000		360		
03	AC, TY C BELLY (SURF) (PG 76-22)	P/ 5.000 TN	50.000		250		
04	10 WHEEL END DUMP, 13T (OO)	E 1.000	30.769				
05	AVERAGE HAUL=	25MILES	RAMING ASPHALT PLANT AT SH 195			400	

LOAD	5.0 MIN					
HAUL	27.3 MIN	SPEED @ 55 MPH				
DUMP	130.0 MIN	HAND WORK CAUSES INEFFICIENT SPREADING OF ASPHALT				
RETURN	27.3 MIN	SPEED @ 55 MPH				
TRAFFIC	15.0 MIN					

TOTAL 204.5 MIN

USE 55 MIN/HOUR
 0.3 LOADS/HOUR
 5.0 TN/LOAD

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC6GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

1.3 TN/HOUR

004B HAND PLACE ASPHALT 13.000 TN 202.598 1,347 1,287 2,634
 5/10.0/1--- P - DAYS: 1.00 PROD. RATE: 1.30 TN/HR

80.0 MAN-HOURS 0.163 TN PER MAN-HOUR 6.154 MAN-HOURS PER TN
 01 OPERATOR FOREMAN L 1.000 24.318 316
 02 FOREMAN'S PICKUP (HR) E 1.000 5.654
 03 FRONT END LOADER OPR 06 L 1.000 11.085 144 73
 04 CAT 950 F LOADER (1991) E 1.000 31.685 412
 05 ROLLER OPERATOR 2006 L 1.000 14.605 190
 06 DYNPAC 66" SMOOTH 5 TN - RENT E 1.000 44.008 572
 07 GENERAL LABOR 2006 L 4.000 42.545
 08 FRONT END LOADER OPR 06 L 1.000 11.085 144
 09 POWER BROOM - ROSCO RB48 E 1.000 17.615 229

005 CURB AND GUTTER 2,852.000 LF 15.500 44,206 44,206
 ***** PERM MATL. *****
 JOB MATL. *****

THIS OPTION IS TO NEAT SAW CUT ASPHALT AND HAND POUR THE CURB AND GUTTER WITH THE EDGE OF ASPHALT SERVING AS A EDGE FORM.

005A CURB AND GUTTER (TY II) 2,852.000 LF 15.500 44,206 44,206
 ***** PERM MATL. *****
 JOB MATL. *****

01 C&G TY II - AARON HAND s/ 2,852.000 LF 15.500 44,206
 ***** PERM MATL. *****
 JOB MATL. *****

006 DRAINAGE 1.000 LS 44,075.000 44,075 44,075
 ***** PERM MATL. *****
 JOB MATL. *****

006A TY C 5' OPEN BACK CURB INLET 9.000 EA 2,550.000 22,950 22,950
 ***** PERM MATL. *****
 JOB MATL. *****

AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
007D	REFL PAV MKR TY I (Y) 4" SLD	275.000 LF	0.300				83	83
				PERM MATL.				
				JOB MATL.				
01	REFL PVMK TY I (Y) (4") (SLD) S	275.000 LF	0.300				83	83
007E	REFL PAV MKR TY II-C-R	31.000 EA	3.950				122	122
				PERM MATL.				
				JOB MATL.				
01	REFL PAV MKR TY II-C-R s/	31.000 EA	3.950				122	122
007F	ELIM EXT PAV MKR (4"0)	3,055.000 LF	0.850				2,597	2,597
				PERM MATL.				
				JOB MATL.				
01	ELIM PVMK & MRKR (4") s/	3,055.000 LF	0.850				2,597	2,597
007G	STRIPING MOB ALLOWANCE	1.000 LS	750.000				750	750
				PERM MATL.				
				JOB MATL.				
01	STRIPING MOB ALLOWANCE s/	1.000 LS	750.000				750	750
008	SIGNING	1.000 LS	5,942.000				5,942	5,942
				PERM MATL.				
				JOB MATL.				
01	STRIPING MOB ALLOWANCE s/	1.000 LS	5,942.000				5,942	5,942
008A	SIGNING	1.000 LS	5,942.000				5,942	5,942
				PERM MATL.				
				JOB MATL.				
01	SCH 80 SA T - SIGN ASSEMBLY s/	8.000 EA	624.000				4,992	4,992
02	SCH 80 SA T - MEDICAL PKWY SIGN s/	1.000 EA	675.000				675	675
03	REMOVE SMALL SIGN s/	1.000 EA	275.000				275	275

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL
 AC&GNBFR MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...

009 TRAFFIC CONTROL 1.000 LS 17,150.000 17,150 17,150

 PERM MATL. *****
 JOB MATL. *****

009A TRAFFIC MOT - UNITED RENTALS 34.000 DAY 504.412 17,150 17,150
 5/10.0/1--- D - DAYS: 34.00 PROD. RATE: 0.10 DAY/HR PERM MATL.
 JOB MATL.

01 CTRMA WILL PAY ACTUAL QTY OF LANE CLOSURES AND MESSAGE BOARD DAYS
 02 SINGLE LANE CLOSURE - UR s/ 34.000 DAY 350.000
 03 MESSAGE BOARD - UR s/ 14.000 DAY 375.000

010 INCIDENTALS 1.000 LS 10,517.902 3,224 200 11,900 10,518

 PERM MATL. *****
 JOB MATL. *****
 120.0 MAN-HOURS 200 7,094 *****

010A SURVEY PERSONNEL 0.200 MO 14,060.600 2,612 200 11,900 2,812
 5/10.0/1--- D - DAYS: 4.00 PERM MATL.
 JOB MATL.

120.0 MAN-HOURS 0.002 MO PER MAN-HOUR 600.000 MAN-HOURS PER MO 200
 01 SURVEY CHIEF G 0.200 MO 5,200.000 1,040
 02 INSTRUMENT MAN L 1.000 3,333.000 667
 03 CHAINMAN L 2.000 4,527.600 906
 04 *SURV-SURVEY SUPPLIES J/ 0.200 MO 1,000.000 200

010B 2007 LABOR ESCALATION 5.000 % 122.350 612 612
 PERM MATL.
 JOB MATL.

01 2007 LABOR ESCALATION 1/ 12,235.000 \$ 0.050 612
 PERM MATL.
 JOB MATL.

010C CONSTRUCTION QA 1.000 LS 7,094.032 7,094 7,094
 PERM MATL.
 JOB MATL.

01 RODRIGUEZ QA s/ 161,228.000 \$ 0.044 7,094 7,094
 PERM MATL.
 JOB MATL.

305 HCD TEXAS REGIONAL OFFICE GRANITE CONSTRUCTION INCORPORATED PAGE: 14
 BID BODY BID INTERACTIVE DEVELOPMENT SYSTEM 2 (V 4.73) VER. #1.000 RUN DATE: 07/23/07
 BID DATE: 09/30/04 JOB 183A1205 : US 183A - NORTH TIE-IN ALTERNATE F ADD. # RUN TIME: 14:10

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
AC&GNBFR	MEDICAL PARKWAY - HAND CURB OPT - CONTINUED...							

02 AT BID TIME RODRIGUEZ QA TESTING WAS FIGURED TO BE 4.37% OF THE DIRECT CONSTRUCTION DOLLARS.

Exhibit CO.24.3
Preliminary Design Plan Sheet



18-07
 11/01/07
 11/01/07
 11/01/07

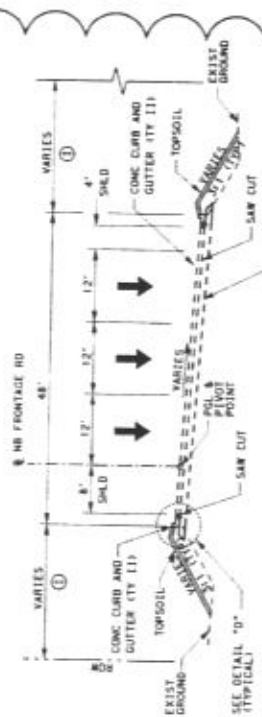
183A TURNPIKE PROJECT
 ROADWAY TYPICAL SECTIONS
 NB FRONTAGE RD 3

HORIZONTAL: NTS
 VERTICAL: NTS
 DRAWING: 1RT506-A
 SHEET 7 OF 14 SHEETS

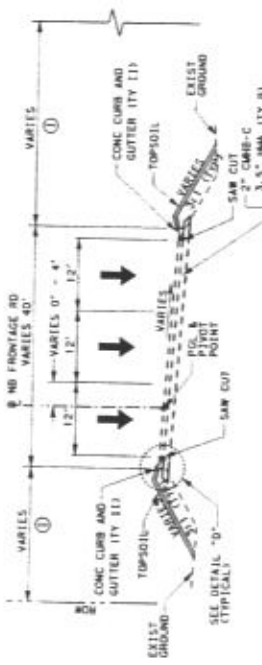
STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IATA TURNPIKE PROJECT
 INTERIM DESIGN
 © 2007

HNTB
 Inc. (HNTB Companies)
 Highway Construction Division

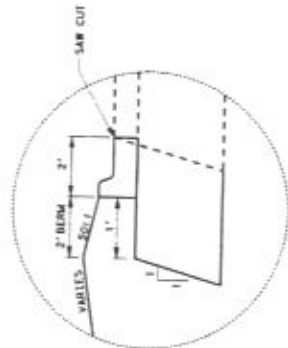
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DATE	11/01/07
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DESIGNED BY	MS
CHECKED BY	MS
DATE	11/01/07
PROJECT NO.	183A
DATE	11/01/07
SCALE	AS SHOWN
DESIGNED BY	MS
CHECKED BY	MS
DATE	11/01/07



PROPOSED NB FRONTAGE RD
 STA 1603+00.00 TO STA 1605+27.25



PROPOSED NB FRONTAGE RD
 1590+40.00 TO STA 1599+87.64



DETAIL "D"

- LEGEND:**
- ① 5.5" HMA — 2" CMH-C, PG USE GENERAL NOTES SHEETS
 - ② 3.5" HMA (TY B) — 2" CMH-C, PG USE GENERAL NOTES SHEETS
 - ③ 7.5" HMA — 3.5" HMA (TY B)
 - ④ 5.5" HMA (TY B) — 3.5" HMA (TY B)
 - ⑤ PRIMECOT ASPH. MATL (AE-PI), ITEM 310
 - ⑥ CURB AND GUTTER — SEE ROADWAY FOR LIMIT AND TYPE
 - ⑦ 4" TOPSOIL
 - ⑧ 10" FLEXIBLE BASE, ITEM 247, TY A, GR 1 OR GR 1 (MOD)
 - ⑨ 8" FLEXIBLE BASE, ITEM 247, TY A — 4" GR 1 OR GR 4

- NOTES:**
1. SEE ROADWAY CONSTRUCTION PLAN SHEETS FOR GRADE AND GEOMETRIC DETAILS.
 2. SEE PLAN SHEETS FOR CROSS SLOPE DETAIL.
 3. SEE PLAN SHEETS FOR RETAINING WALL AND TRAFFIC NAIL LOCATIONS AND BRIDGE LIMITS.
 - 4.



NO.	DATE	BY	DESCRIPTION
1	06/13/07	KZ	ISSUED FOR PERMITS
2	06/13/07	KZ	ISSUED FOR PERMITS
3	06/13/07	KZ	ISSUED FOR PERMITS
4	06/13/07	KZ	ISSUED FOR PERMITS
5	06/13/07	KZ	ISSUED FOR PERMITS
6	06/13/07	KZ	ISSUED FOR PERMITS
7	06/13/07	KZ	ISSUED FOR PERMITS
8	06/13/07	KZ	ISSUED FOR PERMITS
9	06/13/07	KZ	ISSUED FOR PERMITS
10	06/13/07	KZ	ISSUED FOR PERMITS

183A TURNPIKE PROJECT
 ROADWAY CONSTRUCTION PLAN
 STA 593+00 TO STA 603+00
 HORIZONTAL 1" = 100'
 DRAWING: RPL34
 SHEET 34 OF 62 SHEETS

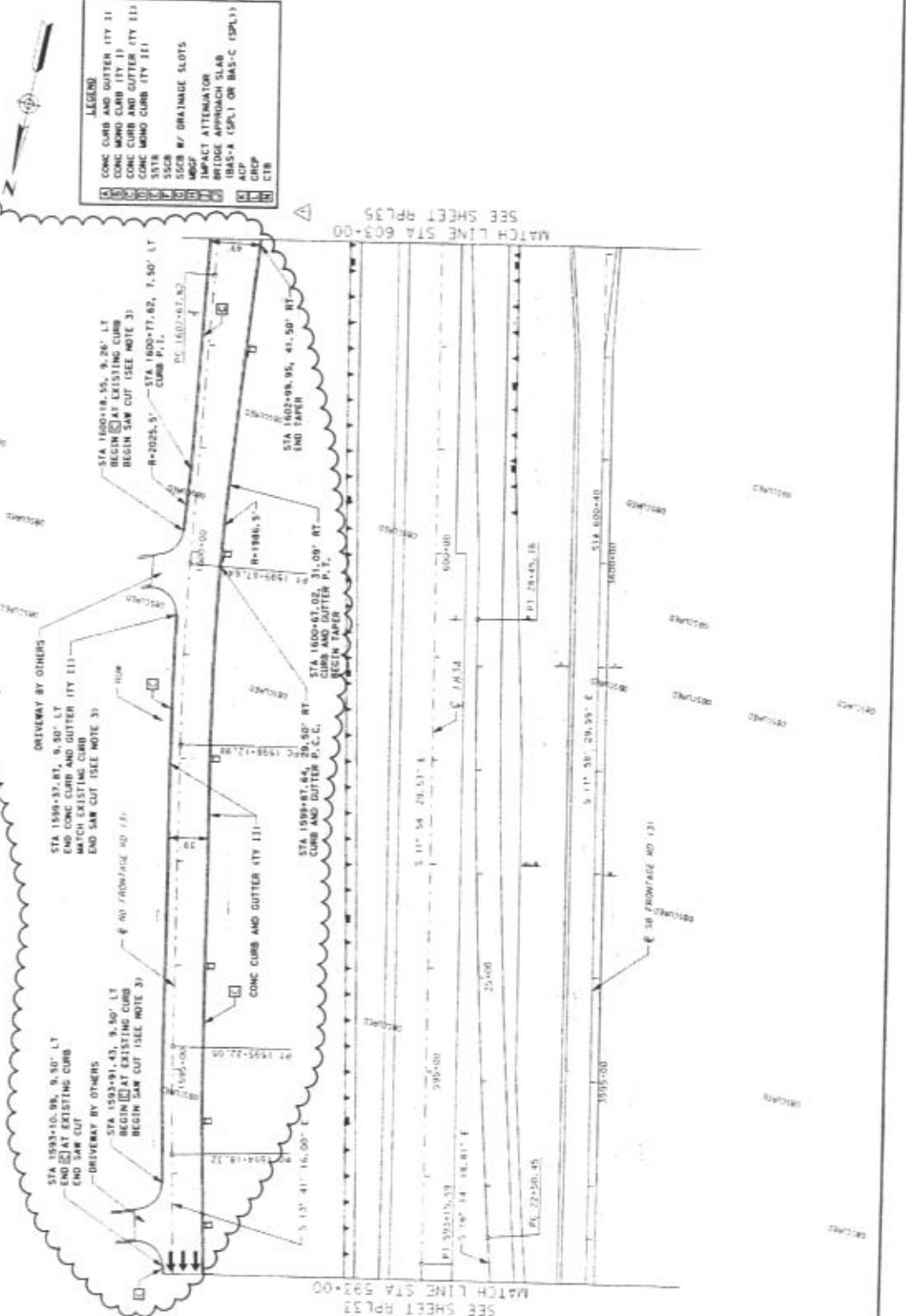
STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IEA TURNPIKE PROJECT
 INTERIM DESIGN
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PROJECT NO.	183A
DATE	06/13/07
DRAWN BY	WILLIAMSON
CHECKED BY	WILLIAMSON
SCALE	AS SHOWN
DATE PLOTTED	06/13/07
PLotted BY	WILLIAMSON
DATE PLOTTED	06/13/07

NOTE 3:
 1. ALL DIMENSIONS ARE TO FACE OF CURB OR NOMINAL FACE OF PAVEMENT UNLESS OTHERWISE STATED.
 2. ALL DIMENSIONS ARE TO FACE OF CURB OR NOMINAL FACE OF PAVEMENT UNLESS OTHERWISE STATED.
 3. ALL DIMENSIONS ARE TO FACE OF CURB OR NOMINAL FACE OF PAVEMENT UNLESS OTHERWISE STATED.
 4. ALL DIMENSIONS ARE TO FACE OF CURB OR NOMINAL FACE OF PAVEMENT UNLESS OTHERWISE STATED.
 5. SAW CUT AT PROPOSED TIP OF GUTTER UNLESS OTHERWISE NOTED.

LEGEND

[Symbol]	CONC CURB AND GUTTER (TY 3)
[Symbol]	CONC WARD CURB (TY 1)
[Symbol]	CONC WARD CURB (TY 1)
[Symbol]	CONC WARD CURB (TY 1)
[Symbol]	CONC WARD CURB (TY 1)
[Symbol]	SSCB
[Symbol]	SSCB W/ DRAINAGE SLOTS
[Symbol]	MBGP
[Symbol]	IMPACT ATTENUATOR
[Symbol]	BRIDGE APPROACH SLAB (BAS-A (CPL) OR BAS-C (CPL))
[Symbol]	TOP OF CURB
[Symbol]	CTB





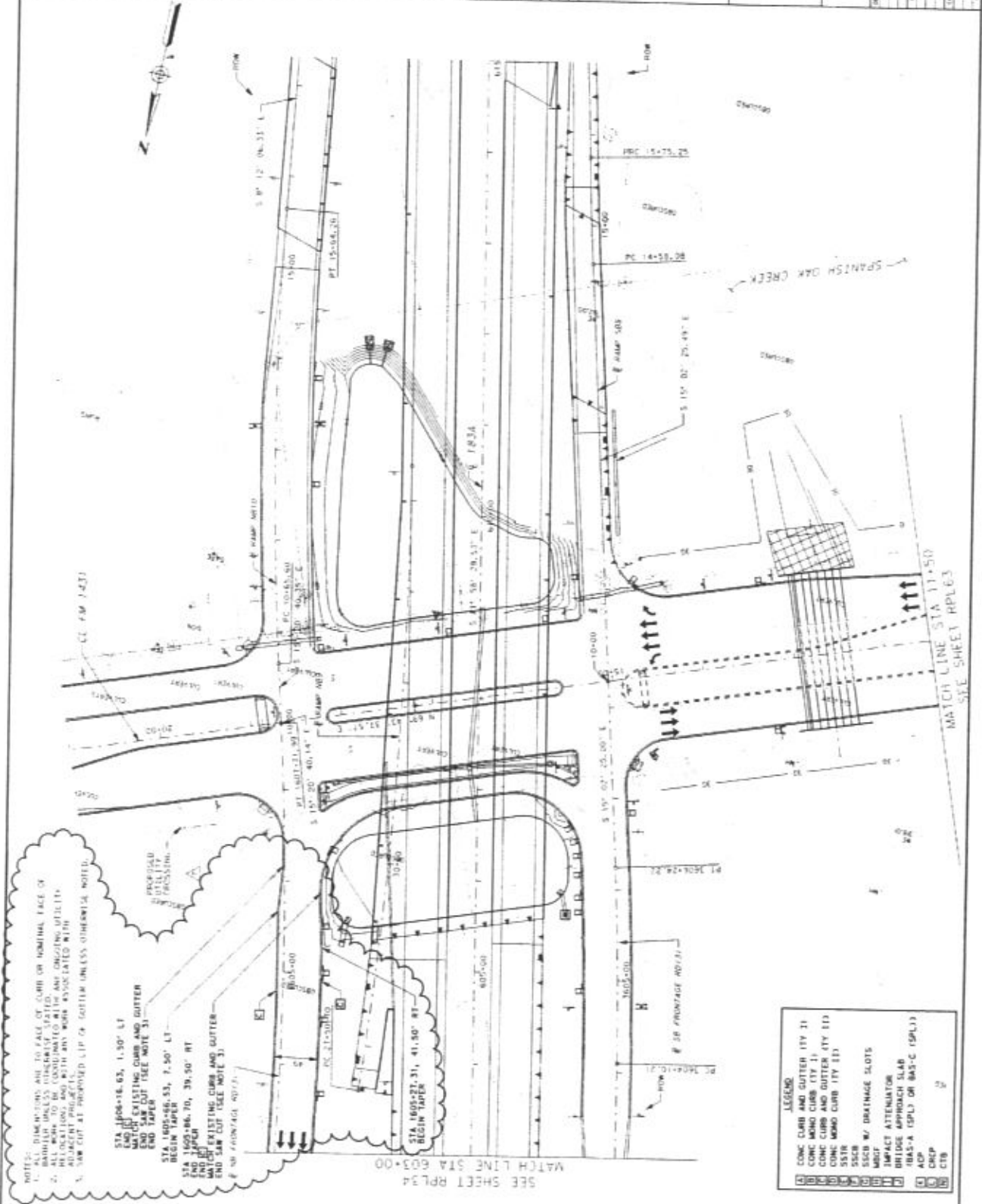
No. 2-1820 613-07
 DATE: 04/25/07
 PROJECT: 183A TURNPIKE PROJECT
 SHEET: 35 OF 63 SHEETS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	04/25/07	ISSUED FOR PERMITS	AK	AK
2	04/25/07	ISSUED FOR PERMITS	AK	AK
3	04/25/07	ISSUED FOR PERMITS	AK	AK
4	04/25/07	ISSUED FOR PERMITS	AK	AK
5	04/25/07	ISSUED FOR PERMITS	AK	AK
6	04/25/07	ISSUED FOR PERMITS	AK	AK
7	04/25/07	ISSUED FOR PERMITS	AK	AK
8	04/25/07	ISSUED FOR PERMITS	AK	AK
9	04/25/07	ISSUED FOR PERMITS	AK	AK
10	04/25/07	ISSUED FOR PERMITS	AK	AK

183A TURNPIKE PROJECT
 ROADWAY CONSTRUCTION PLAN
 STA 603+00 TO STA 615+00
 HORIZONTAL: 1" = 100'
 DRAWING: RPL35
 SHEET 35 OF 63 SHEETS

STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IBA TURNPIKE PROJECT
 INTERIM DESIGN
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DATE: 04/25/07	SCALE: 1" = 100'	PROJECT NO: 0151 55 80	SHEET NO: 35
DESIGNED BY: AK	CHECKED BY: AK	DATE: 04/25/07	PROJECT: 183A
DRAWN BY: AK	APPROVED BY: AK	PROJECT: 183A	DATE: 04/25/07
SCALE: 1" = 100'	PROJECT: 183A	DATE: 04/25/07	SHEET: 35
PROJECT: 183A	DATE: 04/25/07	SHEET: 35	PROJECT: 183A



NOTES:
 1. DIMENSIONS ARE TO FACE OF CURB OR NOMINAL FACE OF BRIDGE.
 2. ALL WORK TO BE CONFORMED WITH ANY EXISTING UTILITY RELOCATIONS AND WITH ANY WORK ASSOCIATED WITH THE PROJECT.
 3. SAW CUT AT PROPOSED LIP TO GUTTER UNLESS OTHERWISE NOTED.

STA 1808+16.63, 1+30' LT
 END OF EXISTING CURB AND GUTTER
 MATCH EXISTING CURB AND GUTTER
 BEGIN TAPER
 END TAPER
 PREPARED UTILITY PROVISION

STA 1805+21.31, 41+30' RT
 BEGIN TAPER
 END TAPER
 MATCH EXISTING CURB AND GUTTER
 END SAW CUT (SEE NOTE 3)
 # 20 FINISH (SEE NOTE 3)

STA 1802+86.70, 39+30' RT
 END OF EXISTING CURB AND GUTTER
 MATCH EXISTING CURB AND GUTTER
 BEGIN TAPER
 END TAPER
 PREPARED UTILITY PROVISION

LEGEND

	CONC CURB AND GUTTER (TY 1)
	CONC CURB (TY 1)
	CONC CURB AND GUTTER (TY 11)
	CONC CURB (TY 11)
	STEEL CURB (TY 11)
	SSCB
	SSCB W/ DRAINAGE SLOTS
	IMPACT ATTENUATOR
	BRIDGE APPROACH SLAB
	(BAS-A (SPL) OR BAS-C (SPL))
	CB
	CBP
	CTB

MATCH LINE STA 11+50
 SEE SHEET RPL63

SEE SHEET RPL34
 MATCH LINE STA 603+00



KRIS Z. KEITH
 LICENSED PROFESSIONAL ENGINEER
 93713
 STATE OF TEXAS
 613-07

NO.	DATE	DESCRIPTION
1	11/11/03	ISSUED FOR PERMITS
2	11/11/03	ISSUED FOR PERMITS
3	11/11/03	ISSUED FOR PERMITS
4	11/11/03	ISSUED FOR PERMITS
5	11/11/03	ISSUED FOR PERMITS
6	11/11/03	ISSUED FOR PERMITS
7	11/11/03	ISSUED FOR PERMITS
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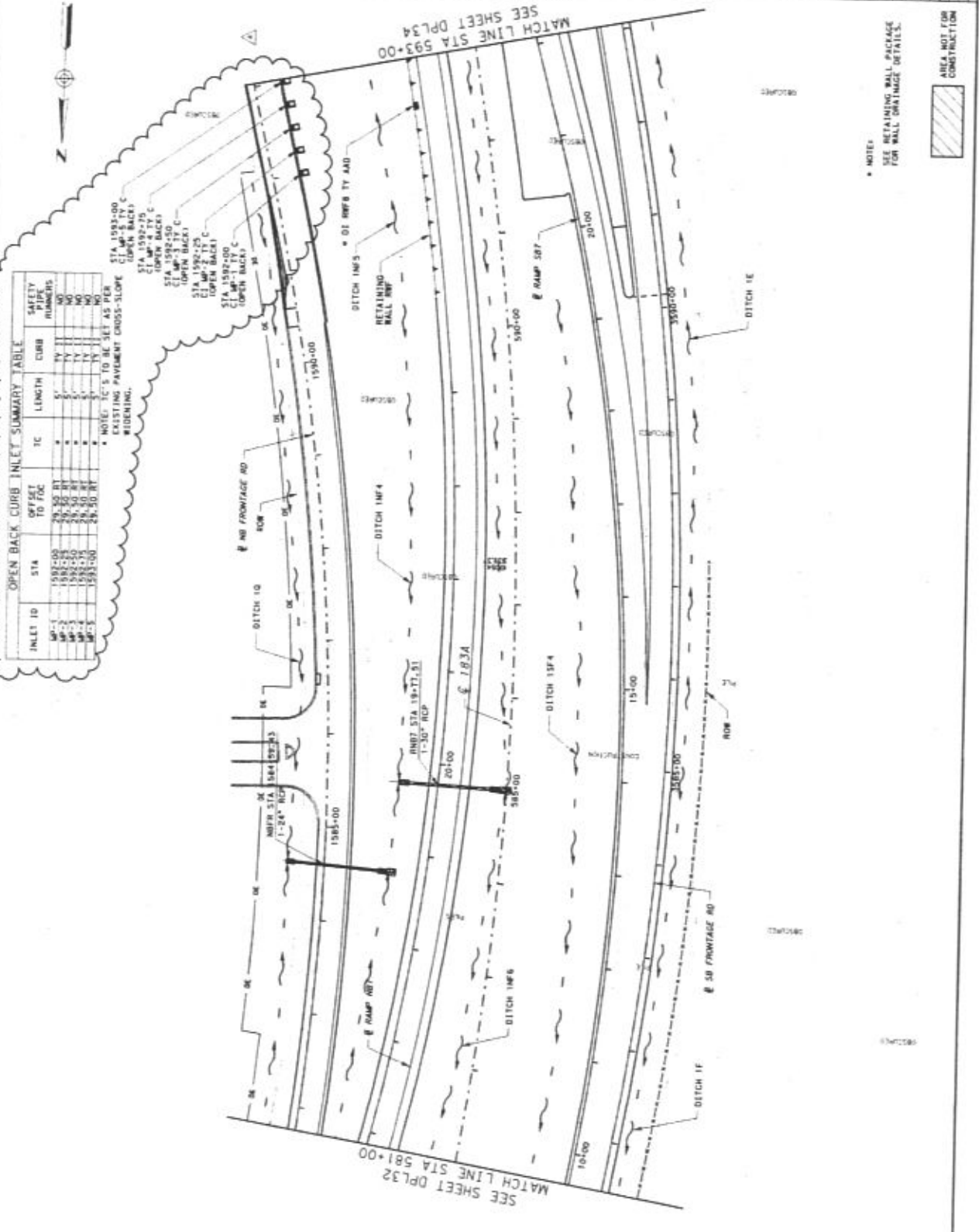
183A TURNPIKE PROJECT
 DRAINAGE PLAN
 STA 581+00 TO STA 593+00

HORIZONTAL: 1" = 100'
 DRAWING: DPL 3.3
 SHEET 36 OF 65 SHEETS

STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IMA TURNPIKE PROJECT
 INTERIM DESIGN
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HNTB Houston, Texas

PROJECT NO. 0151-05-000
 SHEET NO. 36 OF 65
 DATE: 06/2007 (241)
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 APPROVED BY: [Name]



OPEN BACK CURB INLET SUMMARY TABLE

INLET ID	STA	OFFSET TO FOC	LENGTH	CURB	SAFETY PIPE NUMBER(S)
MP-1	1587+00	20.50 RT	5'	TY	100
MP-2	1587+00	20.50 RT	5'	TY	100
MP-3	1587+00	20.50 RT	5'	TY	100
MP-4	1587+00	20.50 RT	5'	TY	100
MP-5	1587+00	20.50 RT	5'	TY	100

STA 1582+00
 SUPER BACKL C
 STA 1582+75
 SUPER BACKL C
 STA 1582+50
 SUPER BACKL C
 STA 1582+25
 SUPER BACKL C
 STA 1582+00
 SUPER BACKL C

NOTE: T.C.'S TO BE SET AS PER EXISTING PAVEMENT CROSS-SLOPE WIDENING.

* NOTE:
 SEE RETAINING WALL PACKAGE FOR WALL DRAINAGE DETAILS.



AREA NOT FOR CONSTRUCTION



NO.	DATE	DESCRIPTION	BY	CHECKED
1	06/13/07	ISSUED FOR PERMITS	KZ	
2	06/13/07	REVISED FOR PERMITS	KZ	
3	06/13/07	REVISED FOR PERMITS	KZ	
4	06/13/07	REVISED FOR PERMITS	KZ	
5	06/13/07	REVISED FOR PERMITS	KZ	
6	06/13/07	REVISED FOR PERMITS	KZ	
7	06/13/07	REVISED FOR PERMITS	KZ	
8	06/13/07	REVISED FOR PERMITS	KZ	
9	06/13/07	REVISED FOR PERMITS	KZ	
10	06/13/07	REVISED FOR PERMITS	KZ	

183A TURNPIKE PROJECT
DRAINAGE PLAN

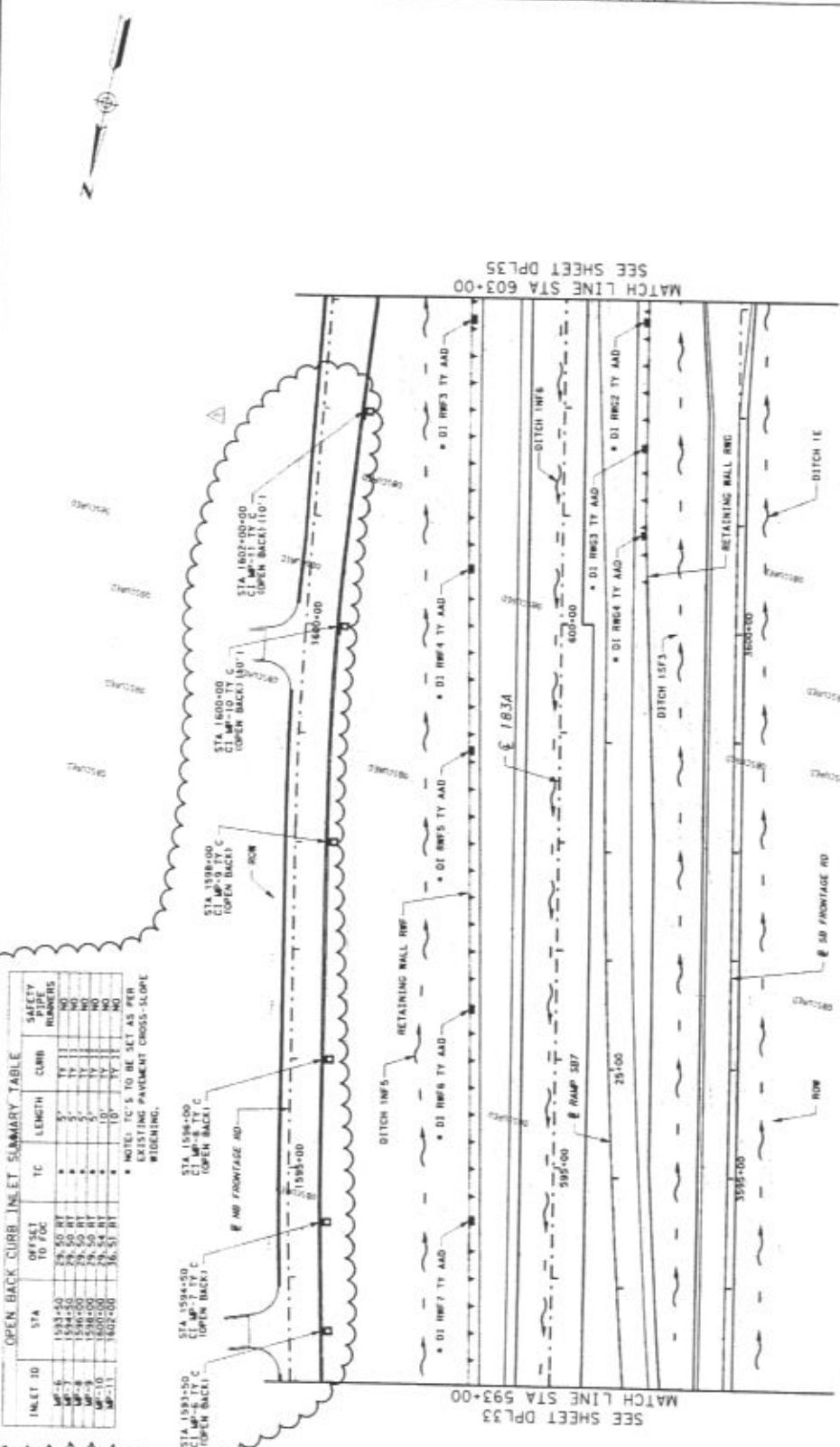
STA 593+00 TO STA 603+00

HORIZONTAL: 1" = 100'

DRAWING: DPL 3.4
SHEET 31 OF 65 SHEETS

STATE OF TEXAS
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
183A TURNPIKE PROJECT
INTERIUM DESIGN
© 2007

PROJECT NO.	183A
DATE	06/13/07
SCALE	AS SHOWN
DRAWN BY	MG 2007 (P&T)
CHECKED BY	MG 2007 (P&T)
DATE	06/13/07
DESIGNED BY	MG 2007 (P&T)
DATE	06/13/07
PROJECT NO.	183A
DATE	06/13/07
SCALE	AS SHOWN
DRAWN BY	MG 2007 (P&T)
CHECKED BY	MG 2007 (P&T)
DATE	06/13/07
DESIGNED BY	MG 2007 (P&T)
DATE	06/13/07



OPEN BACK CURB INLET SUMMARY TABLE

INLET ID	STA	OFFSET TO FDC	TC	LENGTH	CMR	SAFETY PIPE RUNNERS
WB-1	593+00	28.50	RY	5'	TY	NO
WB-2	594+00	28.50	RY	5'	TY	NO
WB-3	595+00	28.50	RY	5'	TY	NO
WB-4	596+00	28.50	RY	5'	TY	NO
WB-5	597+00	28.50	RY	5'	TY	NO
WB-6	598+00	28.50	RY	5'	TY	NO
WB-7	599+00	28.50	RY	5'	TY	NO
WB-8	600+00	28.50	RY	5'	TY	NO
WB-9	601+00	28.50	RY	5'	TY	NO
WB-10	602+00	28.50	RY	5'	TY	NO

* NOTE: TC'S TO BE SET AS PER EXISTING PAVEMENT CROSS-SLOPE WIDENING.

NOTE: SEE RETAINING WALL PACKAGE FOR WALL DRAINAGE DETAILS.

AREA NOT FOR CONSTRUCTION



No 2 2007 6-18-07
 WITH: M.S. VAN DER KAM, M.P.E., L.L.M.A.
 AND
 M.P.E. FOR RETAINING WALL DESIGN

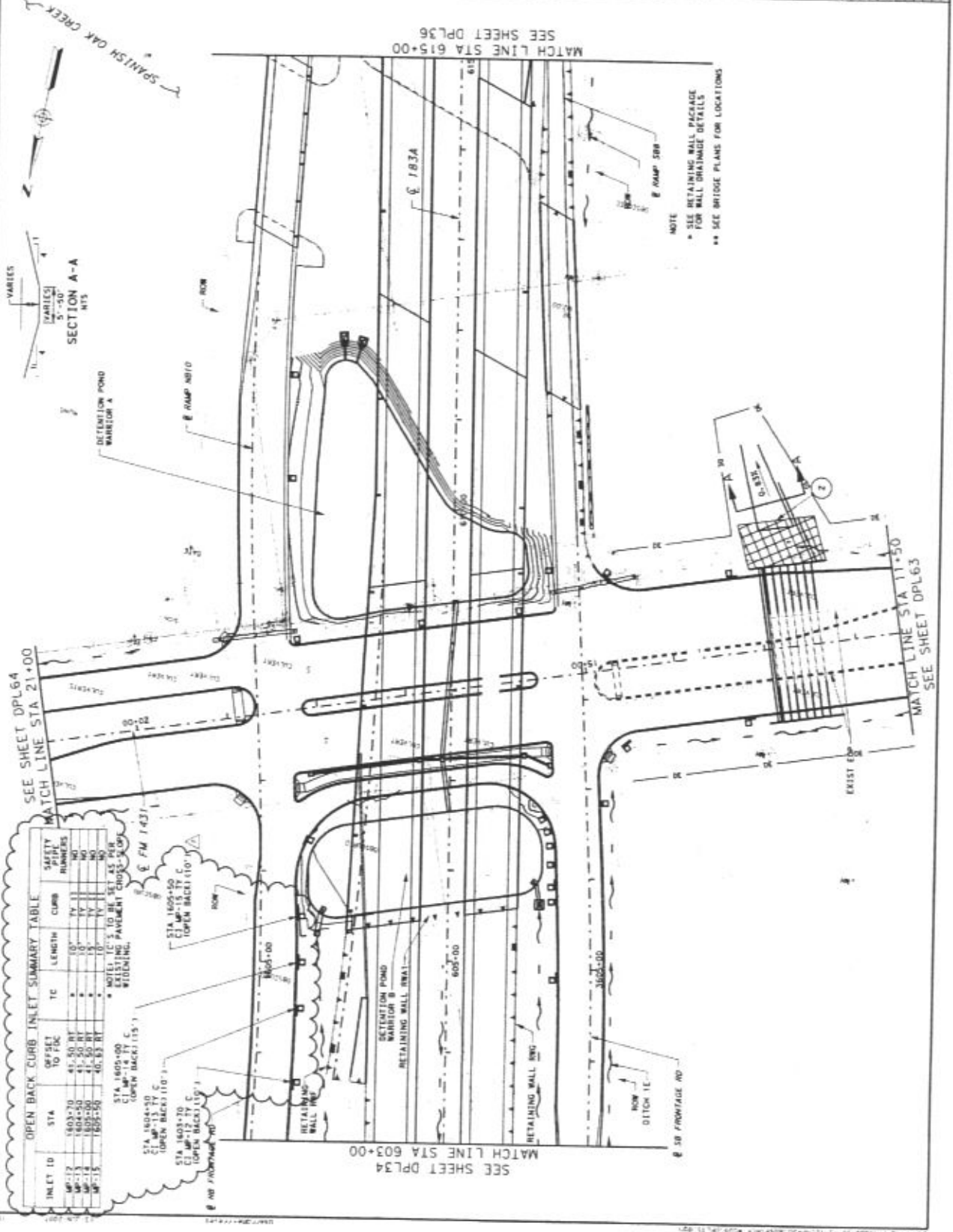
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8	12-10-03	ISSUE FOR PACKAGE 17	[Signature]
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183A TURNPIKE PROJECT
 DRAINAGE PLAN
 STA 603+00 TO STA 615+00

HORIZONTAL: 1" = 100'
 DRAWING: DPL35
 SHEET 38 OF 65 SHEETS

STATE OF TEXAS
 CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 I-83A TURNPIKE PROJECT
 INTERIM DESIGN
 © 2007

PROJECT NO.	183A	DATE	07/11/07
DRAWING NO.	DPL35	DESIGNER	ARIS Z. KEITH
CHECKED BY	[Signature]	DATE	07/11/07
APPROVED BY	[Signature]	DATE	07/11/07
PROJECT LOCATION	I-83A TURNPIKE PROJECT, INTERIM DESIGN		
SCALE	HORIZONTAL: 1" = 100'		
PROJECT NO.	183A	SHEET NO.	38 OF 65
PROJECT TITLE	I-83A TURNPIKE PROJECT, INTERIM DESIGN		
PROJECT LOCATION	I-83A TURNPIKE PROJECT, INTERIM DESIGN		
PROJECT NO.	183A	DATE	07/11/07
DRAWING NO.	DPL35	DESIGNER	ARIS Z. KEITH
CHECKED BY	[Signature]	DATE	07/11/07
APPROVED BY	[Signature]	DATE	07/11/07
PROJECT LOCATION	I-83A TURNPIKE PROJECT, INTERIM DESIGN		
SCALE	HORIZONTAL: 1" = 100'		
PROJECT NO.	183A	SHEET NO.	38 OF 65
PROJECT TITLE	I-83A TURNPIKE PROJECT, INTERIM DESIGN		
PROJECT LOCATION	I-83A TURNPIKE PROJECT, INTERIM DESIGN		



OPEN BACK CURB INLET SUMMARY TABLE

INLET ID	STA	OFFSET TO FIC	LENGTH	TC	CURB	SAFETY PIPE NUMBER
MP-12	1803+70	41.50 RT	10'	TY 11	11	110
MP-13	1804+50	41.50 RT	10'	TY 11	11	110
MP-14	1805+30	41.50 RT	10'	TY 11	11	110
MP-15	1806+10	41.50 RT	10'	TY 11	11	110

STA 1805+00
 OPEN BACK 11' C
 MP-14 TY C
 FM 1-431

STA 1804+00
 OPEN BACK 11' C
 MP-13 TY C

STA 1803+70
 OPEN BACK 11' C
 MP-12 TY C

NOTE: TC'S TO BE SET AS PER EXISTING PAVEMENT CROSS-SLOPE

NOTE
 * SEE RETAINING WALL PACKAGE FOR WALL DRAINAGE DETAILS
 ** SEE BRIDGE PLANS FOR LOCATIONS



SEE SHEET DPL64
 MATCH LINE STA 21+00

SEE SHEET DPL34
 MATCH LINE STA 603+00

SEE SHEET DPL63
 MATCH LINE STA 11+50



Kris Z. Keith
 6-13-07
 643-07

NOTES: THIS PLAN IS ONLY APPLICABLE TO THE PROJECT AND SITE SHOWN.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	06/13/07	ISSUED FOR PERMIT		
2	06/13/07	ISSUED FOR PERMIT		

183A TURNPIKE PROJECT
 SIGNING AND STRIPING PLAN
 STA 603+00 TO STA 615+00

HORIZONTAL: 1" = 100'

DRAWING: SPL35

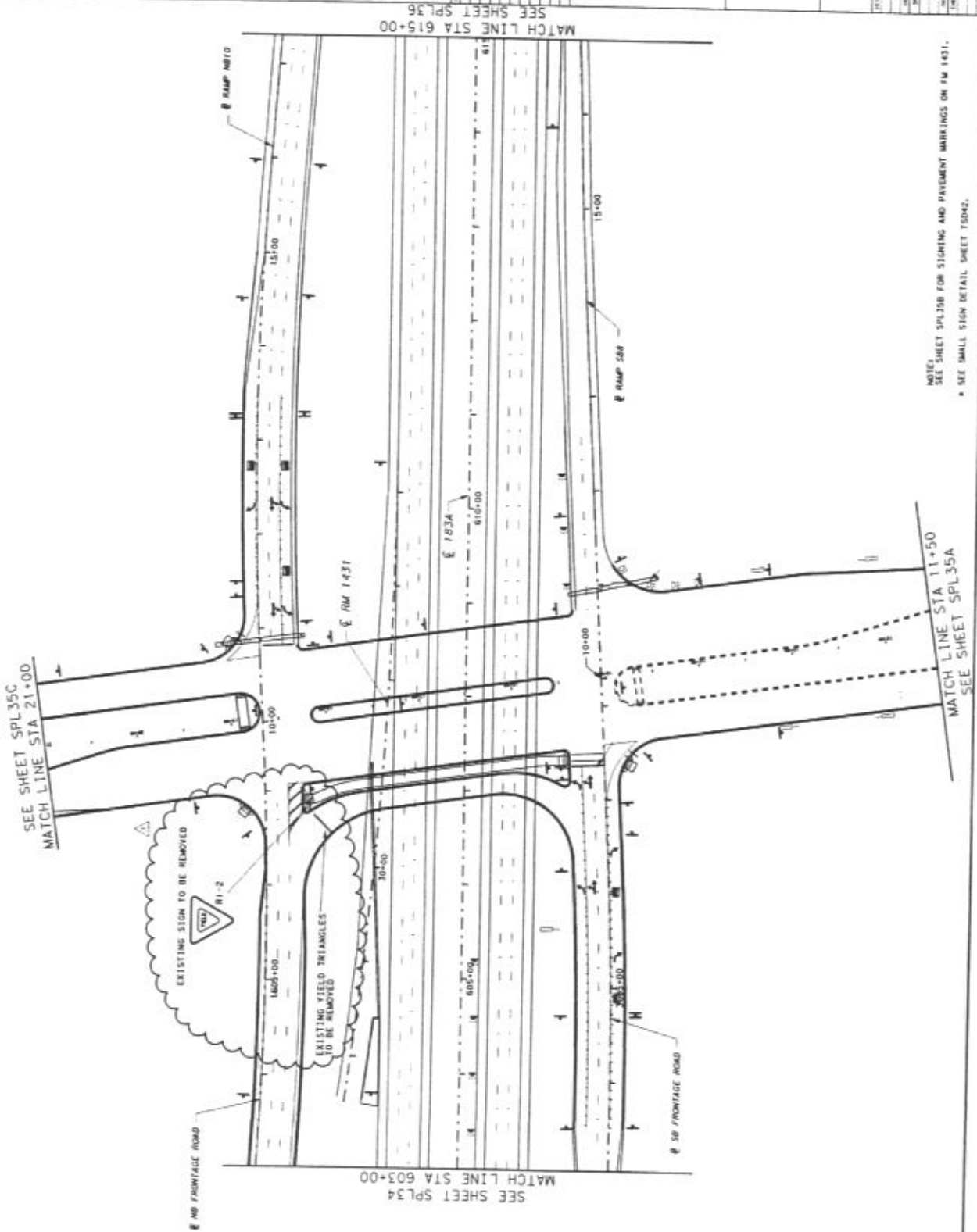
SHEET 05 OF 19 SHEETS

STATE OF TEXAS

CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 IUSA TURNPIKE PROJECT
 INTERIM DESIGN
 © 2007



NO.	DATE	DESCRIPTION	BY	CHKD.
1	06/13/07	ISSUED FOR PERMIT		
2	06/13/07	ISSUED FOR PERMIT		



NOTE:
 SEE SHEET SPL30B FOR SIGNING AND PAVEMENT MARKINGS ON FM 1431.
 * SEE SMALL SIGN DETAIL SHEET TSD42.

Exhibit CO.24.4
Preliminary Construction Schedule

Activity ID	Activity Description	Orig Dur	Rem Dur	Activity ID	Early Start	Early Finish	Total Float	Resource	2007															
									JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				
Medical Parkway Change Order																								
MED010	CTRMA Board Approval of Medical Parkway	0	0	MED010	25JUL07*		23d	CTRMA																
MED020	Remove Curb and Gutter East Side - 143 LF	1	1	MED020	26JUL07	26JUL07	23d																	
MED140	Traffic Control - Medical Parkway	35*	35*	MED140	26JUL07	20SEP07	23d	UR																
MED030	Remove Asphalt and Base East Side NBFR	1	1	MED030	27JUL07	27JUL07	23d																	
MED050	Excavate for Curb along East Side NBFR	1	1	MED050	30JUL07	30JUL07	23d																	
MED060	Flexbase East Side NBFR - Medical Pkwy CO	2	2	MED060	01AUG07	02AUG07	23d																	
MED070	Hand Place Ty B Asphalt - East Side NBFR - 8 TN	1	1	MED070	03AUG07	03AUG07	23d																	
MED090	Remove Asphalt and Base West Side NBFR	1	1	MED090	13AUG07	13AUG07	25d																	
MED080	Backfill Backside NBFR Curb - Medical Pkwy CO	2	2	MED080	15AUG07	16AUG07	23d																	
MED170	Surface Asphalt Infront Of Curb - East Side NBFR	1	1	MED170	16AUG07	16AUG07	45d																	
MED180	Surface Asphalt Infront of Curb - West Side NBFR	1	1	MED180	17SEP07	17SEP07	26d																	
Topsoil Dump/Spread/Finish																								
Medical Parkway Change Order																								
MED120	Strip Topsoil - West Side NBFR	1	1	MED120	14AUG07	14AUG07	25d																	
MED130	Backfill / Topsoil West Side NBFR	4	4	MED130	14SEP07	20SEP07	23d																	
Subcontractors																								
Medical Parkway Change Order																								
MED040	Curb and Gutter East Side - 1500 LF	4	4	MED040	06AUG07	10AUG07	23d	AAC																
MED100	Open Back Inlets - 15 EA	15	15	MED100	17AUG07	10SEP07	23d	AAC																
MED110	Curb and Gutter West Side NBFR - 1050 LF	3	3	MED110	10SEP07	13SEP07	23d	AAC																
MED160	Striping - NBFR - Medical Parkway	1	1	MED160	18SEP07	18SEP07	25d	UR																
MED150	Signing - Medical Parkway	1	1	MED150	21SEP07	21SEP07	23d	RSI																

Activity ID	Activity Description	Orig Dur	Rem Dur	Activity ID	Early Start	Early Finish	Total Float	Resource
Medical Parkway Change Order								
MED010	CTRMA Board Approval of Medical Parkway	0	0	MED010	25JUL07*		23d	CTRMA
MED020	Remove Curb and Gutter East Side - 143 LF	1	1	MED020	26JUL07	26JUL07	23d	
MED140	Traffic Control - Medical Parkway	35*	35*	MED140	26JUL07	20SEP07	23d	UR
MED030	Remove Asphalt and Base East Side NBFR	1	1	MED030	27JUL07	27JUL07	23d	
MED050	Excavate for Curb along East Side NBFR	1	1	MED050	30JUL07	30JUL07	23d	
MED060	Flexbase East Side NBFR - Medical Pkwy CO	2	2	MED060	01AUG07	02AUG07	23d	
MED070	Hand Place Ty B Asphalt - East Side NBFR - 8 TN	1	1	MED070	03AUG07	03AUG07	23d	
MED090	Remove Asphalt and Base West Side NBFR	1	1	MED090	13AUG07	13AUG07	25d	
MED080	Backfill Backside NBFR Curb - Medical Pkwy CO	2	2	MED080	15AUG07	16AUG07	23d	
MED170	Surface Asphalt Infront Of Curb - East Side NBFR	1	1	MED170	16AUG07	16AUG07	45d	
MED180	Surface Asphalt Infront of Curb - West Side NBFR	1	1	MED180	17SEP07	17SEP07	26d	
Topsoil Dump/Spread/Finish								
Medical Parkway Change Order								
MED120	Strip Topsoil - West Side NBFR	1	1	MED120	14AUG07	14AUG07	25d	
MED130	Backfill / Topsoil West Side NBFR	4	4	MED130	14SEP07	20SEP07	23d	
Subcontractors								
Medical Parkway Change Order								
MED040	Curb and Gutter East Side - 1500 LF	4	4	MED040	06AUG07	10AUG07	23d	AAC
MED100	Open Back Inlets - 15 EA	15	15	MED100	17AUG07	10SEP07	23d	AAC
MED110	Curb and Gutter West Side NBFR - 1050 LF	3	3	MED110	10SEP07	13SEP07	23d	AAC
MED160	Striping - NBFR - Medical Parkway	1	1	MED160	18SEP07	18SEP07	25d	UR
MED150	Signing - Medical Parkway	1	1	MED150	21SEP07	21SEP07	23d	RSI

Start date	01FEB07
Finish date	02NOV07
Data date	13JUL07
Run date	16JUL07
Page number	1A
© Primavera Systems, Inc.	

Layout:
Medical Parkway Change Order

Hill Country Constructors
183A Turpike



**Exhibit CO.24.4
Subcontractor Quotes**

PROPOSAL
 AARON CONCRETE CONTRACTORS, LP
 P.O. BOX 27107
 AUSTIN, TX 78755-1107
 (512) 990-2880

TO: Hill Country Constructors US 183 A Turnpike
 ATTN: Domingo
 DATE: May 16, 2007 NBFR Change Order Williamson County

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2,993.00 LF	Curb and Gutter Ty 2	\$12.25 /LF	\$36,664.25
35.00 LF	Concrete Curb Ty 2	\$12.25 /LF	\$428.75
5.00 EA	5' Open Back Inlet Ty C	\$2,050.00 /EA	\$10,250.00
1.00 EA	10' Open Back Inlet Ty C	\$2,875.00 /EA	\$2,875.00
			\$ 50,218.00
6.00 EA	Excavate for Open Back Inlets	\$300.00 /EA	\$1,800.00
6.00 EA	Backfill for Open Back Inlets	\$200.00 /EA	\$1,200.00

INCLUSIONS: 1.) 2 move-ins. Materials, equipment, and labor.

- EXCLUSIONS:
- * Bond
 - * Engineering
 - * Demolition, Excavation, Subgrade Prep, Backfill
 - * Traffic Control
 - * Safety pipe runners at inlets
 - * Sawcutting; asphalt removal

- NOTE:
- Prime Contractor to provide all reference points and grades.
 - Additional move-ins \$650.00/ea.
 - Grades to be from +0.00' to -0.08'.

David Peck
 David Peck

PROPOSAL
AARON CONCRETE CONTRACTORS, LP
P.O. BOX 27107
AUSTIN, TX 78755-1107
(512) 990-2880

TO: Hill Country Constructors US 183 A Turnpike
ATTN: Domingo
DATE: June 18, 2007 NBFR Change Order Williamson County

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2,993.00 LF	Curb and Gutter Ty 2 Slipform all	\$10.00 /LF	\$29,930.00
2,993.00 LF	Curb and Gutter Ty 2 Handform all	\$15.50 /LF	\$46,391.50

INCLUSIONS: 1.) 2 move-ins. Materials, equipment, and labor.

EXCLUSIONS: * Bond
* Engineering
* Demolition, Excavation, Subgrade Prep, Backfill
* Traffic Control
* Safety pipe runners at inlets
* Sawcutting; asphalt removal

NOTE: - Prime Contractor to provide all reference points and grades.
- Additional move-ins \$650.00/ea.
- Grades to be from +0.00' to -0.08'.

David Peck
David Peck

RECEIVED
JUL 09 2007

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309

AUSTIN, TEXAS 78709-0309

PHONE (512) 280-6666 FAX (512) 280-6066

By _____

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD., SUITE 313
CEDAR PARK, TEXAS 78613

PAST DUE

INVOICE DATE: 05/31/07
INVOICE NO: 0507107
ESTIMATE NO: 11
DATES: 5/1/07-5/31/07
RSI JOB NO: 2991

PHONE: 512-528-2579
FAX: 512-528-2598

OWNER: CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
PROJECT: US 183-A TURNPIKE PROJECT #: 318815

ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	CHANCE ORDER QTY	CHANGE ORDER AMOUNT	PREVIOUS ESTIMATE QTY	THIS ESTIMATE QTY	AMOUNT THIS PERIOD	TOTAL TO DATE QTY	TOTAL TO DATE AMOUNT
MATERIAL ON HAND REQUEST - SEE ATTACHED:									88,138.52		181,821.80
MBGF w/ Radius Rail, if reqd	LF	17.27									
MBGF w/Blockouts, Timber Posts	LF	15.27	13,200.00	201,584.00	605.75	9,249.80	13,595.75	250.00	3,817.50	13,805.75	210,813.80
MBGF Transition - Thrie Deam	CA	1,000.00	40.00	42,400.00	3.00	3,120.00	42.00			42.00	44,520.00
Single Guardrail Terminal Type 1	EA	1,770.00	20.00	35,400.00	50.00	88,500.00	70.00			70.00	123,900.00
Terminal Anchor Section	EA	350.00	20.00	7,000.00	12.00	4,200.00	32.00			32.00	11,200.00
Bridge End Shoe	EA	250.00			2.00	500.00					
Chain Link Fence 6', Galv, 9 ga.	LF	13.25	5,000.00	66,250.00			1.00	1.00	250.00	2.00	500.00
Vehicular Gate - Double 8'x12'	EA	750.00	4.00	3,000.00							
Post & Cable Fence	LF	7.50	13,000.00	97,500.00							
Barbed Wire Fence Type C	LF	3.78	6,000.00	18,780.00	12,888.00	48,347.50	18,271.80	1,595.00	5,981.25	17,866.80	68,647.50
Barbed Wire Fence Type C End Post	EA	55.00	10.00	550.00							
B.W. Fence Type C Corner/Pull Post	EA	95.00	10.00	950.00	39.00	3,705.00	34.00	19.00	1,425.00	49.00	4,655.00
Gate Type 3	EA	100.00	5.00	500.00							
Woven Wire Fence Type U	LF	3.75	5,000.00	18,750.00							
Woven Wire Fence Type U End Post	EA	55.00	10.00	550.00							
Gate Type 2	EA	250.00	5.00	1,250.00			1.00			1.00	250.00
Change Order Work ordered by John Cornell:											
Carsow Prop: Woven Wire Fence Ty D	LF	3.75			2,010.00	7,537.50	1,970.00			1,970.00	7,387.50
and Addit price for Special Req Work	LF	1.38			2,010.00	2,773.60	1,970.00			1,970.00	2,718.60
Remove & Replace guardrail	LF	25.00			100.00	2,500.00	37.50	62.50	1,562.50	100.00	2,500.00
Remove & Replace Single Guardrail Term	EA	1,200.00			1.50	1,075.00	1.00	0.50	625.00	1.50	1,875.00
Remove 24' gate & relocate	LS	975.00			1.00	975.00	1.00			1.00	975.00
Remove & relocate 8' chain link fence	LF	13.75			847.00	8,898.25	847.00			847.00	8,898.25
Remove & relocate barrier gate	EA	2,650.00			1.00	2,650.00					
ADD PER SUBCONTRACT MODIFICATION #1 SMALL SIGNS:											
10 BWG SA U	EA	554.00			18.00	9,972.00	19.00	1.00	554.00	17.00	9,418.00
10 BWG SA T	EA	574.00			70.00	40,180.00	44.00	13.00	7,462.00	57.00	32,718.00
10 BWG SA P	EA	164.00			272.00	123,488.00	208.00	45.00	20,884.00	254.00	115,316.00
SCH 80 SA U	EA	684.00			32.00	21,888.00	35.00	2.00	1,368.00	37.00	25,305.00
SCH80 SA T	EA	624.00			14.00	8,736.00	12.00			12.00	7,488.00
SCH80 SA P	EA	582.00			18.00	9,312.00	12.00	1.00	582.00	13.00	7,566.00
10 BWG SA P-BM	EA	584.00			8.00	3,504.00	4.00			4.00	2,339.00
SCH89 (1) SA P-BM	EA	732.00			1.00	732.00					
SCH89 (1) SA U-EXT	EA	778.00			2.00	1,552.00	3.00			3.00	2,328.00
SCH89 (1) SA U-WC	EA	812.00			4.00	3,248.00	1.00			1.00	812.00
Mount Existing Signs	EA	675.00			6.00	3,450.00					
ADD PER SUBCONTRACT MODIFICATION #2:											
AVL Median Barrier Gate	EA	10,050.00			3.00	30,150.00					
Couplings for AVL Gate	EA	105.50			40.00	3,004.00	48.00			48.00	6,084.00
ADD PER QUOTE: Steel Posts	EA	225.00			24.00	5,400.00	21.00	3.00	675.00	24.00	5,400.00
Contract Mod#3: Wrought Iron Fence	LF	37.75			4,500.00	169,875.00	1,018.00	3,484.00	131,521.00	4,500.00	169,875.00
Per Thomas: Drill in Median	HR	200.00			35.50	7,100.00	35.50			35.50	7,100.00
Per Thomas: Replacement drill teeth	EA	8.00			27.00	162.00	27.00			27.00	162.00
Dumpster Fence & Gate	LS	3,388.00			1.00	3,388.00	1.00			1.00	3,388.00
Per C.O. Remove & Replace Sign Base	EA	275.00			24.00	6,600.00		24.00	6,600.00	24.00	6,600.00
Add: Bridge Mounts	EA	2,450.00			3.00	4,900.00		2.00	4,900.00	2.00	4,900.00
Add: Standby time waiting for lane close	HR	18.00			22.00	396.00		22.00	396.00	22.00	396.00
TOTALS				494,414.00		642,825.85			309,867.77		1,117,162.75

Please remit payment to:
Roadway Specialties, Inc.
P.O. Box 90309, Austin, TX 78709
Please include RSI Invoice # on payment.

PROJECT TO DATE		CURRENT MONTH	
TOTAL TO DATE	1,117,162.75	CURRENT BILLING	309,867.77
LESS RETAINGE @ 5%	-55,858.14	CURRENT RETAINAGE	-15,493.39
LESS PREVIOUS INVOICES	-766,030.24	CURRENT DEDUCTS	
AMOUNT DUE THIS ESTIMATE	294,374.38	CURRENT AMOUNT DUE	294,374.38

UNITED I

12909 DESSAU ROAD
AUSTIN, TX 78754

Phone: 512-990-9525 Fax: 512-990-0336

CUSTOMER

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD SUITE 313
CEDAR PARK, TX 78613

APR 02 2007

Customer.....: 904553
Invoice.....: 128962-012
Invoice Date: 3/30/07
Project#.....: US 183 A
Project Name: US 183 A
PO#.....: CONTRACT
Contact.....: CHRIS JENSEN
Estimator...: PM ONLY
Created by...: URU23CJ
Salesperson...: 5380 - BART LINDHOLM
Terms.....: Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS HIGHWAY TECHNOLOGIES, LP
36353 TREASURY CENTER
CHICAGO, IL 60694-6300

Jobsite Address: US 183 A, AUSTIN, TX 78754

Item Number	Description	UM	Qty	Contract		--Quantities Earned--		----Amount Earned----	
				Unit Price	Amount	To Date	Current	To Date	Current
677 0501	ELIM EXT PAV MRK & MRKR 4"	LF	20979.00	.850	17832.15	20979.00	11333.00 ✓	17832.15	9633.05
678 0501	PAV SURF PREP FOR MRKS (4")	LF	116251.00	.180	20925.18	116251.00	36673.00 ✓	20925.18	6601.14
678 0503	PAV SURF PREP FOR MRKS (8")	LF	12916.00	.350	4520.60	12916.00	2296.00 ✓	4520.60	803.60
678 0504	PAV SURF PREP FOR MRKS (12")	LF	5776.00	.750	4332.00	5776.00	257.00 ✓	4332.00	192.75
678 0507	PAV SURF PREP FOR MRKS (ARROW)	EA	4.00	15.000	60.00	4.00	4.00 ✓	60.00	60.00
678 0508	PAV SURF PREP FOR MRKS (WORD)	EA	4.00	20.000	80.00	4.00	4.00 ✓	80.00	80.00
662 0501	WZ PM REMOV W 4" SLD	LF	17760.00	1.350	23976.00	14508.00	780.00 ✓	19585.80	1053.00
662 0523	WZ PM REMOV Y 4" SLD	LF	19770.00	1.100	21747.00	16645.00	100.00 ✓	18309.50	110.00
662 0569	WZ PM NON-REMOV Y 4" SLD	LF	17557.00	.500	8778.50	17557.00	6044.00 ✓	8778.50	3022.00
168	WZ PM NON-REMOV W 4" SLD	LF	103900.00	.500	51950.00	19356.00	5160.00 ✓	9678.00	2580.00
170	REFL PAV MRK TY I W 4" SLD	LF	200000.00	.280	56000.00	102490.00	47082.00 ✓	28697.20	13182.96
171	REFL PAV MRK TY I W 4" BRK	LF	175000.00	.310	54250.00	45928.00	27658.00 ✓	14237.68	8573.98
172	REFL PAV MRK TY I W 8" SLD	LF	19580.00	.500	9790.00	19580.00	8960.00 ✓	9790.00	4480.00
173	REFL PAV MRK TY I W 12" SLD	LF	5794.00	2.250	13036.50	5794.00	275.00 ✓	13036.50	618.75
174	REFL PAV MRK TY I W 24" SLD	LF	1500.00	5.000	7500.00	683.00	683.00 ✓	3415.00	3415.00
175	REFL PAV MRK TY I W ARROW	EA	20.00	125.000	2500.00	12.00	12.00 ✓	1500.00	1500.00
176	REFL PAV MRK TY I W DBL ARROW	EA	12.00	175.000	2100.00	10.00	10.00 ✓	1750.00	1750.00
177	REFL PAV MRK TY I W WORD	EA	29.00	150.000	4350.00	29.00	29.00 ✓	4350.00	4350.00
178	REFL PAV MRK TY I Y 4" SLD	LF	200000.00	.300	60000.00	120351.00	63926.00 ✓	36105.30	19177.80
179/228	REFL PAV MRK TY II W 4" SLD	FT	120660.00	.180	21718.80	115746.00	40244.00 ✓	20834.28	7243.92
180	REFL PAV MRK TY II (W) (4") (BRK)	FT	63565.00	.180	11441.70	63565.00	13430.00 ✓	11441.70	2417.40
181	REFL PAV MRK TY II (W) (8") (SLD)	FT	23011.00	.350	8053.85	23011.00	12556.00 ✓	8053.85	4394.60
182	REFL PAV MRK TY II W 12" SLD	FT	4059.00	1.250	5073.75	4059.00	257.00 ✓	5073.75	321.25

12909 DESSAU ROAD
AUSTIN, TX 78754
Phone: 512-990-9525 Fax: 512-990-0336

HILL COUNTRY CONSTRUCTORS
715 DISCOVERY BLVD SUITE 313
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Estimator...: PM ONLY
Created by...: URU23CJ
Salesperson...: BART LINDHOLM
Terms.....: Net 30 Days

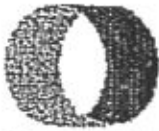
PLEASE REMIT PAYMENT TO:
UNITED RENTALS HIGHWAY TECHNOLOGIES, LP
36353 TREASURY CENTER
CHICAGO, IL 60694-6300

Item Number	Description	UM	Qty	Contract		--Quantities Earned--		----Amount Earned----	
				Unit Price	Amount	To Date	Current	To Date	Current
183	REFL PAV MRK TY II W 24" SLD	FT	919.00	2.200	2021.80	919.00	919.00	2021.80	2021.80
184	REFL PAV MRK TY II W ARROW	EA	29.00	60.000	1740.00	29.00	29.00 ✓	1740.00	1740.00
185	REFL PAV MRK TY II W DBL ARROW	EA	12.00	80.000	960.00	12.00	12.00 ✓	960.00	960.00
186	REFL PAV MRK TY II W WORD	EA	29.00	75.000	2175.00	29.00	29.00 ✓	2175.00	2175.00
187	REFL PAV MRK TY II Y 4" SLD	FT	113272.00	.160	18123.52	113272.00	46246.00 ✓	18123.52	7399.36
188	RAIS PAV MRKR CL B TY II-C-R	EA	4000.00	3.950	15800.00	3580.00	2620.00 ✓	14141.00	10349.00
662 0530	WZ PM REMOV Y 12" SLD	LF	866.00	3.300	2857.80	797.00	18.00 ✓	2630.10	59.40
0507	ELIM EXT PAV MRK & MRKR ARROW	EA	18.00	115.000	2070.00	18.00	11.00 ✓	2070.00	1265.00
662 0542	WZ PM REMOV CL B TY I-C	EA	238.00	6.500	1547.00	238.00		1547.00	
662 0543	WZ PM REMOV CL B TY II-A-A	EA	233.00	6.500	1514.50	233.00		1514.50	
677 5018	ELIM EXT PAV MRK & MRKR RPM	EA	30.00	3.500	105.00				
NO PRODUCTION MOBILIZATION ORDERED BY C JENSEN 07/10/06									
662 0524	WZ PM REMOV Y 4" BRK	LF	120.00	1.350	162.00	120.00		162.00	
658 0606	DEL ASM (FLEX)(SURF MOUNT) 42" YELLOW	EA	46.00	56.000	2576.00	46.00		2576.00	
666 0637	REFL PM TY I W 36" YLD TRI	EA	22.00	30.000	660.00	22.00	22.00 ✓	660.00	660.00
666 0639	REFL PM TY II W 36" YLD TRI	EA	22.00	15.000	330.00	22.00	22.00 ✓	330.00	330.00
678 0539	PAV SRF PREP MRKS 36" YLD TRI	EA	7.00	7.500	52.50	7.00	7.00 ✓	52.50	52.50
PKLOT	183A PARKING LOT STRIPING	LS	1.00	1035.000	1035.00	1.00	1.00 ✓	1035.00	1035.00
COM 28	SUPPLY AND INSTALL PARKING LOT SIGNS	EA	4.00	205.000	820.00	4.00	4.00 ✓	820.00	820.00

Total Contract Value 464816.15

Summary	To Date	Current
Total Contract Work	315195.41	124428.25
Tax	.00	.00
Less Retention	15792.11	6221.35
Net Earned	299403.30	118206.91

Notes:
WORK PERFORMED 2/28/07 TO 3/30/07



United Rentals

Highway Technologies

12909 Dessau Road
Austin, Texas 78754

(512) 990-9625
(512) 990-0336 Fax

PROJECT: US 183A LANE CLOSURE ITEMS
Bid Date: JUNE 21, 2007

QUOTE # [6807-23]

CUSTOMER: HILL COUNTRY CONSTRUCTORS
TERMS: 30 DAYS
ATTN: RICH GINDER

LANE CLOSURES:

DESCRIPTION	UNIT	QUANTITY	RATE	
Single Lane Closure Daytime	EA	1	\$350.00	Plus Tax
Single Lane Closure Nighttime	EA	1	\$450.00	Plus Tax
Double Lane Closure Daytime	EA	1	\$550.00	Plus Tax
Double Lane Closure Nighttime	EA	1	\$625.00	Plus Tax
ADD FOR 1 MAN TO REMAIN ON SITE AND MONITOR	EA	1	\$150.00	Plus tax
ADD FOR 1 MESSAGE BOARD	EA	1	\$375.00	Plus tax
ADD FOR 1 TRUCK MOUNTED ATTENUATOR (MANNED)	EA	1	\$475.00	Plus tax

- * Closure rates are based on a maximum of 2 miles, allow \$ 100.00 for each additional mile of channelization,
- * All closures include arrowboard, excludes police, TMA, or Message Boards. (see above).

NOTES AND EXCLUSIONS:

- * ANY CLOSURE SCHEDULED AND NOT CALLED OFF BEFORE CLOSING WILL BE CHARGED 1/2 THE RATE OF THE CLOSURE.
- * Items associated with overhead signs, signals, or beacons is excluded.

We propose to furnish, install, remove upon completion all standard Construction Signs, Barricades, Channelization and Battery Operated Flashing Lights as required by the plans and specifications.

GENERAL:

- * All contracts/work orders are subject to review and amendment based on the conditions and terms of this proposal.
- * This proposal will become an attachment to any contract issued.
- * Bond Premiums, AGC Dues, Pro-ratas and Taxes are not included unless otherwise noted.
- * The quoted prices are valid for 90 days.
- * Acceptance is based on customers account status.
- * Contract extras are not subject to retainage.
- * **NO RETAINAGE ON UNIT DAY CLOSURE ITEMS.**

US 183A CLOSURES (CONTINUED)

* Any subcontracts entered into as a result of this quotation will be bound by the following indemnity clause:

"Subcontractor shall indemnify and save harmless the contractor and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees provided such claims, damages and reasonable expenses are attributable to injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts of subcontractor or its agents or employees, in the execution or performance of this contract. Subcontractors obligation to indemnify contractor shall extend only to the percentage of negligence of subcontractor in contributing to such claims, demands, liabilities or reasonable expenses."

SUBMITTED: Bart Lindholm
BART LINDHOLM / SENIOR ESTIMATOR

ACCEPTED: _____
NAME

TITLE

DATE

JOB/PO#

RETAINAGE: YES: NO: PERCENTAGE:

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

RESOLUTION NO. 07-36

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

WHEREAS, 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 the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for 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, 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 and 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 additional design work necessary to accommodate the pedestrian and bike trail adjacent to the south bound frontage road along a portion of the north end of the 183-A Project requires the issuance of Change Order No. 25, 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 Change Order No. 25 as set forth and in accordance with the terms in Attachment "A" attached hereto and hereby authorizes the Executive Director to finalize the terms associated with Change Order No. 25 and execute Change Order No. 25 as appropriate; and

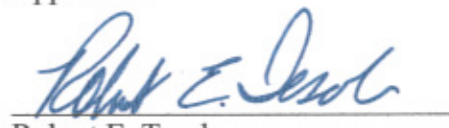
BE IT FURTHER RESOLVED, that upon proper execution by all of the appropriate parties in accordance with the CDA, Change Order No. 25 shall be made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 25 is fully executed.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-36
Date Passed 7/25/07

Attachment "A"


Copy of Change Order No. 25 Memorandum and Summary

HNTB

M e m o r a n d u m

To: Mike Heiligenstein
Bill Chapman

Date: July 18, 2007

From: Richard Ridings 

Subject: Change Order No. 025 –Design Revisions to the Southbound Frontage Road to Accommodate Pedestrian and Bicycle Trails

Copies: Tom Nielson, Everett Owen, Ron Fagan

This attached Change Order (CO) No. 025 is in the amount of \$ 125,000.00. This change order reimburses HCC for the design revisions to the southbound frontage road along the north end of the 183A Project to accommodate pedestrian and bicycle trails.

This change order represents the final settlement for all design and/or construction costs related to redesign of the southbound frontage road in Work Area 3 on the north end of the 183A Project.

The GEC has reviewed the subject CO and recommends approval.

EXHIBIT M

FORM OF CHANGE ORDER

CHANGE ORDER PROPOSAL NO. 025 CONTRACT NO. 183A Turnpike

SECTION 1

Originator: Rich Ginder

Date: July 16, 2007

Title: Project Scheduler

Contract No. 183A Turnpike

Company Name: Hill Country Constructors

DESCRIPTION:

This change order reimburses HCC for additional design of the southbound frontage road in work area 3. Additional design was required to shift the southbound frontage road alignment away from the right-of-way, in order to accommodate a future hike and bike trail.

Scope:

This change order represents the final settlement for all design and/or construction costs related to redesign of the southbound frontage road in work area 3.

CAUSE OF CHANGE ORDER REQUEST:

HCC submitted PCO #014 requesting compensation for additional design costs related to the shifting of the southbound frontage road in order to accommodate a future hike and bike trail. HCC and CTRMA agreed to a negotiated settlement price of \$125,000.

Developer Project Manager

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 025

CONTRACT NO. 183A Turnpike

SECTION II

The total amount of this Change Order is \$ 125,000.00.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
A021767	CO #25 – Redesign of SBFR for Hike and Bike Trail	\$ 125,000.00

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

A.	Developer Labor (construction)	
1.	Wages ¹	\$ 0.00
2.	Labor benefits ² (55% of A.1)	\$ 0.00
B.	Developer and Subcontractor Labor (professional services)	
1.	Wages ¹ (Raw)	\$ 51,020.40
2.	Labor benefits ² (145% of B.1, which includes overhead and profit)	\$ 73,979.60
3.	Off-duty peace officers and patrol cruisers ¹	\$ 0.00
C.	Materials ¹ (with taxes, freight and discounts)	\$ 0.00
D.	Developer Equipment ¹	\$ 0.00

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.

E.	Subcontracts ¹ (Time and Materials costs)	\$	0.00
F.	Utility Direct Costs ¹	\$	0.00
G.	Overhead and Profit		
1.	Labor (25% of A.1 and A.2)	\$	0.00
2.	Traffic Control (5% of B.3)	\$	0.00
3.	Materials (15% of C)	\$	0.00
4.	Subcontracts (5% of E)	\$	0.00
5.	Utility Direct Costs (5% of F)	\$	0.00
H.	Grand Total	\$	125,000.00

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 025

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. 025

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

Date

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 025

CONTRACT NO. 183A Turnpike

SECTION IV (Reviewed by GEC Manager)

GEC Team Construction Manager (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 025

CONTRACT NO. 183A Turnpike

SECTION V (Reviewed by GEC Project General Engineer)

Project General Engineer (CDA)

Date

Comments:

**CHANGE ORDER
REQUEST**

CHANGE ORDER PROPOSAL NO. 025

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. 025

CONTRACT NO. 183A Turnpike

SECTION VII (Approval by CTRMA)

CHANGE ORDER ISSUED: Yes No

CTRMA Executive Director

Date

Comments:

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

RESOLUTION NO. 07-37

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

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

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

WHEREAS, in Resolution No. 06-55, dated September 27, 2006, the Board of Directors authorized entering into a contract with the Lady Bird Johnson Wildflower Center (the "Wildflower Center") for the purpose of having the Wildflower Center develop a wildflower landscape design to be utilized in the landscaping of the CTRMA's 183-A Project; and

WHEREAS, the wildflower landscape design is complete and provides for the planting of various wildflower seeds along portions of the 183-A Project during the appropriate planting season later this year; and

WHEREAS, the Board of Directors has determined that professional planting services for the planting of the wildflower seeds in accordance with the wildflower landscape design should be procured for the 183-A Project and desires that staff initiate the process for procuring such services by drafting and issuing a solicitation of bids to solicit bids from entities qualified and 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 a solicitation of bids to solicit bids from entities qualified and interested in providing wildflower planting services for the 183-A Project; and

BE IT FURTHER RESOLVED, that the Executive Director shall implement a process to review the responses to the solicitation of bids and develop recommendations for the Board of Directors as to the best qualified entity to provide wildflower planting services for the 183-A Project in accordance with the Procurement Policies; and

BE IT FURTHER RESOLVED, the authorization granted herein by the Board of Directors shall only extend to the solicitation of such bids, and recommendations based on the review of the

responses to the solicitation of bids shall be presented by staff to the Board of Directors for final approval.

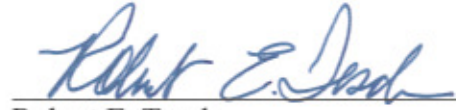
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-37
Date Passed 07/25/07

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

RESOLUTION NO. 07-38

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

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

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

WHEREAS, the CTRMA has developed and adopted various policies regarding its employees as required by Federal and State law, as well as in accordance with good management practices; and

WHEREAS, the CTRMA has judiciously hired staff members to oversee and carryout the mission of the CTRMA under the direction of its Board of Directors and its Executive Director; and

WHEREAS, in order to insure that CTRMA staff members operate in accordance with its policies, as well as in a manner that provides for the most efficient operation of the CTRMA, staff members should receive periodic training in various organizational and operational areas that would be beneficial to the CTRMA and would improve the various skills and knowledge of the individual employees.

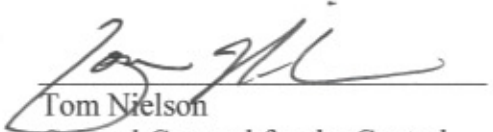
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the Executive Director and staff to develop and issue a Request for Proposals ("RFP") to solicit proposals from entities qualified and interested in providing such organizational and operational training for CTRMA staff members; and

BE IT FURTHER RESOLVED, that the Executive Director shall implement a process to review the responses to the RFP and develop recommendations for the Board of Directors as to the best qualified entity to provide the training services described in the RFP; and


BE IT FURTHER RESOLVED, the authorization granted herein by the Board of Directors shall only extend to the solicitation of proposals, and recommendations based on the review of the responses to the RFP shall be presented by staff to the Board of Directors for final approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-38
Date Passed 07/25/07

Staff Professional Training Services
Central Texas Regional Mobility Authority

Project Objectives:

Leadership Development

To enhance people management skills through a comprehensive management training and development program.

Deliverable(s): Comprehensive management training program

Implement/facilitate a series of comprehensive management training programs for all directors and/or staff, as appropriate.

Management training program will consist of:

- a) Introduction/training on the new CTRMA Employee Handbook.
- b) Navigating employment danger zones (employment laws and regulations).
- c) Behavioral interviewing and successful hiring practices.
- d) Results oriented communications.
- e) Management methods to achieve higher levels of employee performance.
- f) Recognition and prevention of workplace harassment.
- g) Documenting performance appraisals and employee corrective action.
- h) Successfully managing people.

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

RESOLUTION NO. 07-39

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. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic; and

WHEREAS, all toll authorities and agencies within the State of Texas are required to have interoperability of their respective toll collection systems; and

WHEREAS, currently TxDOT, Harris County through the Harris County Toll Road Authority ("Harris County"), the North Texas Tollway Authority ("NTTA") and the CTRMA have operating projects with toll collection systems that are interoperable with each other; and

WHEREAS, the CTRMA staff has negotiated a proposed Interlocal Agreement ("Interlocal Agreement") with TxDOT, Harris County and NTTA which sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of each party's respective toll systems, such proposed Interlocal Agreement being attached hereto as "Attachment "A""; and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into the Interlocal Agreement with TxDOT, Harris County and NTTA to insure continuing interoperability of each party's respective toll systems.


NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the final negotiation and execution of the Interlocal Agreement to insure continuing interoperability of each party's respective toll systems, the final terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and the other parties; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to finalize the Interlocal Agreement consistent with all applicable rules, regulations, statutes, and this

Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-39
Date Passed 7/25/07

ATTACHMENT "A"
To
Resolution No. 07-39
Proposed Interoperability Interlocal Agreement

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Harris County	Local Government (Harris County)
North Texas Tollway Authority	NTTA
Central Texas Regional Mobility Authority	CTRMA

Any other party that elects to execute this Agreement, with the consent of the other entities then Parties hereto, as described below in Section VII – Additional Parties.

II. PURPOSE: INTEROPERABILITY OF TOLL COLLECTION SYSTEMS in furtherance of the agreements set forth in that certain Memorandum of Understanding (Interoperability) dated the 23rd of November, 2004, among the Texas Department of Transportation, the North Texas Tollway Authority, and Harris County (the "Interoperability MOU").

III. STATEMENT OF SERVICES TO BE PERFORMED: This Agreement, by and among the North Texas Tollway Authority ("NTTA"), a regional tollway authority, and the Texas Department Of Transportation ("TxDOT"), an agency of the State of Texas, Harris County ("Harris County"), a body corporate and politic under the laws of the State of Texas, and the Central Texas Regional Mobility Authority ("CTRMA"), a body corporate and politic under the laws of the State of Texas, and collectively known as the "Parties" is effective upon full execution of all of the Parties.

IV. CONTRACT PAYMENT: Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on any party hereto that would be considered a debt (as that term is used in the Texas Constitution with respect to governmental entities) or that exceeds that party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT: This Agreement begins when fully executed by all Parties. Any Party may withdraw from this Agreement as provided in Section 4 of Attachment A. This Agreement shall remain in effect as to the remaining parties (the "Remaining Parties"), in which case the Agreement shall be terminated only as to the Party that delivers a withdrawal notice.

VI. LEGAL AUTHORITY:

This agreement is entered into by the Parties under Government Code, Chapter 791 and Texas Transportation Code, Chapters 366 and 370, and incorporates the provisions of **Attachment A, which sets forth in greater detail the Parties' agreements hereunder, and the Interoperability Business Requirements** (including a schedule of Transaction Fees and Interface Control Documents attached thereto) described in such Attachment A. Any capitalized term used in this Agreement that is not expressly defined herein shall have the meaning given to that term under the Interoperability Business Requirements.

The Commissioners Court of Harris County, by order, dated _____, has authorized Harris County to enter into this Agreement and perform its obligations hereunder (**Exhibit A**).

The Board of Directors of the NTTA, by resolution, dated _____, has authorized the NTTA to enter into this Agreement and perform its obligations hereunder (**Exhibit B**).

The Board of Directors of the CTRMA, by resolution, dated _____, has authorized the CTRMA to enter into this Agreement and perform its obligations hereunder (**Exhibit C**).

The party executing and delivering this Agreement on behalf of TxDOT certifies that he or she has the authority to enter into this Agreement on behalf of TxDOT and that TxDOT is authorized to enter into this Agreement and perform its obligation hereunder.

VII. Additional Parties:

TxDOT, Harris County, the CTRMA, and the NTTA (the "Original Parties") anticipate that additional toll authorities in the State of Texas may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. The Original Parties, and any subsequent Party that enters into this Agreement pursuant to this Section VII agree that if the Statewide Interoperability Committee (hereinafter defined) certifies that a toll authority that desires to enter into this Agreement satisfies all criteria established by the Statewide Interoperability Committee to ensure that the subject toll authority is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee, then upon issuance of such certification and the toll authority's governing body taking all necessary action to authorize its entry into this Agreement, such toll authority may enter into this Agreement and become a Party hereto by executing a counterpart of this Agreement that contains an acknowledgement and commitment by such toll authority to be bound by and comply with all of the terms hereof and to which is attached a copy of the resolution or other authorization adopted by the toll authority's governing body.

The "Statewide Interoperability Committee" is the Interoperability Committee appointed by the Board of Directors of the Transportation and Expressway Authority Membership of Texas to formulate and serve as the custodian of all interoperability business rules, interoperability information control documents, and interoperability standards applicable to interoperable toll authorities in the State of Texas and to be solely responsible for evaluating any proposed amendment to such rules, documents and standards

FOR HARRIS COUNTY

By _____ Date _____

Ed Emmett
County Judge

APPROVED AS TO FORM:
County Attorney

By: _____
Assistant County Attorney

FOR THE NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____

Jerry Hiebert
Acting Executive Director
North Texas Tollway Authority

APPROVED AS TO FORM:
Locke Liddell & Sapp LLP
General Counsel to the NTTA

ATTEST:
By:

By: _____
James T. Rain

Deborah Smith, Secretary

FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By: _____
Thomas C. Nielson

FOR THE STATE OF TEXAS

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

By _____ Date _____

Janice Mullenix
Director, Contract Services Section
Office of General Counsel

ATTACHMENT A AGREEMENTS

RECITALS

Harris County, TxDOT, the NTTA, and the CTRMA are governmental entities authorized to design, construct and operate turnpikes and other toll facilities in the State of Texas. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. Harris County, TxDOT, the NTTA, and the CTRMA are committed to ensuring that the transponder technologies utilized to effectuate electronic toll collection on their respective facilities are interoperable so as to further enhance the current and potential benefits of those technologies for the citizens of the State of Texas. The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll and non-toll authorities within the State of Texas. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider authorities. For and in consideration of these premises, Harris County, TxDOT, the NTTA, and the CTRMA agree as follows:

AGREEMENT

- 1. Installation, Integration and Operation.** The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements (including a Schedule of Transaction Fees) and the Interface Control Documents ("ICDs") agreed upon by the parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.
- 2. Interoperability Business Requirements and ICDs.** The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Statewide Interoperability Committee for consideration. Any changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Statewide Interoperability Committee and will be effective one hundred eighty (180) days following the promulgation of the final approved version thereof by the Statewide Interoperability Committee; provided, however, that any two or more of the Parties may by mutual agreement agree to implement such changes as between themselves at an earlier date.
- 3. Physical network.** The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network infrastructure

may be modified; however, any network infrastructure modification affecting more than one party shall be made only if agreed to by all affected parties.

4. **Termination.** Any party's participation in this Agreement may be cancelled by any party at any time with or without cause one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination.

5. **Notices to TxDOT.** All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered to:

**Texas Department of Transportation
Texas Turnpike Authority Division
Dewitt C. Greer Building
125 East 11th Street
Austin, Texas 78701-2483
Attention: Turnpike Information Technology Director**

6. **Notices to the NTTA.** All written notices, demands, and other papers or documents to be delivered to the NTTA under this Agreement shall be delivered as follows, or at such other place or places as the NTTA may designate by written notice delivered to the CTRMA, Harris County and TxDOT:

if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, Texas 75093
Attention: Director of Business Administration**

if by any other service, to:

**North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Director of Business Administration**

7. **Notices to Harris County.** All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the CTRMA, the NTTA and TxDOT. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

**Harris County Toll Road Authority
330 Meadowfern, Suite 200
Houston, Texas 77067
Attention: INSERT TITLE**

8. **Notices to CTRMA.** All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

**Central Texas Regional Mobility Authority
301 Congress Ave., Suite 650
Austin, Texas 78701
Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the Harris County, NTTA and TxDOT.

9. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Parties or (2) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

10. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County, TxDOT, the CTRMA, nor the NTTA shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

11. **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

12. **Written Amendments.** Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by all the Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of any changes to the Interoperability Business Requirements or ICDs promulgated by the Statewide Interoperability Committee in accordance with Paragraph 2 above.

13. **Limitations.** All covenants and obligations of Harris County, TxDOT, the CTRMA, and the NTTA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer,

director, or employee of Harris County, TxDOT, the CTRMA, or the NTTA shall have any personal obligations or liability hereunder.

14. **Sole Benefit.** This Agreement is entered into for the sole benefit of Harris County, TxDOT, the CTRMA, the NTTA and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
15. **Authorization.** Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of Harris County, TxDOT, the CTRMA, and the NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
16. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
17. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to be to the disadvantage of any party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
18. **Waiver.** No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
21. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

- 22. Conflicts Between Agreements.** If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.
- 23. Gratuities.** Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of TxDOT.
- 24. Conflict of Interest.** TxDOT, Harris County, the CTRMA, and the NTTA shall not assign an employee to a project if the employee:
- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state, Harris County, the CTRMA, or the NTTA relating to the project;
 - B. has a direct or indirect financial interest in the outcome of the project;
 - C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT, Harris County, the CTRMA, or the NTTA; or
 - D. is a current part-time or full-time employee of any other Party.
- 25. Continuing Cooperation.** In their (a) development and implementation of technologies for their facilities, (b) promulgation of rules or standards, and (c) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability (as so defined).
- 26. No Election of Remedies.** In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.
- 27. State Auditor's Provision.** The State Auditor may conduct an audit of investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

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

RESOLUTION NO. 07-40

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

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

WHEREAS, the CTRMA is authorized under Section 370.033 of the Texas Transportation Code to study and evaluate potential transportation projects, and work and coordinate with the region's Metropolitan Planning Organization as well as the appropriate Texas Department of Transportation District Office in determining the feasibility of potential transportation projects; and

WHEREAS, in Resolution No. 05-73, dated September 28, 2005, the Board of Directors approved the entry into a Traffic and Revenue Engineering Services Agreement with URS Corporation (the "T&R Agreement") for the provision of traffic and revenue engineering services for CTRMA projects and potential projects; and

WHEREAS, URS Corporation previously performed traffic and revenue engineering studies under the terms of the T&R Agreement pursuant to various Work Authorizations approved by the Board of Directors; and

WHEREAS, the CTRMA and URS Corporation have determined that a new Work Authorization No. 4 is necessary in order to authorize URS Corporation to perform additional traffic and revenue engineering studies for the CTRMA related to various potential regional transportation projects to be determined by the CTRMA Executive Director; and


WHEREAS, a proposed scope of work and budget is being developed by the CTRMA Executive Director and URS Corporation; and

WHEREAS, the CTRMA Board of Directors must approve Work Authorization No. 4 before URS Corporation may proceed with work thereunder.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes the Executive Director to negotiate, finalize and execute Work Authorization No. 4, consistent with the terms set forth on Attachment "A" and in this Resolution, provided that any work commenced under Work Authorization No. 4 be subject to the T&R Agreement.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-40
Date Passed 07/25/07

Attachment "A"
To Resolution 07-40
Terms of Work Authorization No. 4
URS Corporation

URS shall provide traffic and revenue engineering services at levels and for projects determined by CTRMA from time to time during the term of the T&R Agreement. The CTRMA shall instruct URS in writing as to the specific terms of each study. Such instructions and direction shall be deemed a part of Work Authorization No. 4.

The authorized compensation for all such work under Work Authorization No. 4 shall not exceed \$700,000.00 and shall be in accordance with the terms of the T&R Agreement.

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

RESOLUTION NO. 07-41

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 June 2007 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June 2007, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-41
Date Passed 7/25/07

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

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2007	To Date 6/30/2007	Of Budget	To Date 6/30/2006
Toll Revenue-Cash-183A	410,000.00	384,332.26	93.74%	0.00
Toll Revenue-TxTag-183A	510,000.00	591,842.90	116.05%	0.00
Interest Income	503,050.00	464,805.57	92.40%	457,789.01
Reimbursed Expenditures	51,000.00	58,541.82	114.79%	32,724.88
Total Revenue	1,474,050.00	1,499,522.55	101.73%	490,513.89

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2007	To Date 6/30/2007	Of Budget	To Date 6/30/2006
Regular	1,210,148.00	1,084,972.06	89.66%	825,454.95
Part Time	17,000.00	14,826.36	87.21%	527.20
Overtime	10,000.00	893.07	8.93%	0.00
Contractual Employees	130,000.00	147,311.22	113.32%	139,599.89
TCDRS	155,866.00	140,465.45	90.12%	113,416.26
FICA	64,527.00	53,112.31	82.31%	44,493.39
FICA MED	17,939.00	15,359.69	85.62%	11,751.69
Health Insurance	117,223.00	89,529.68	76.38%	63,905.17
Life Insurance	1,682.00	1,140.00	67.78%	478.95
Auto Allowance	9,000.00	7,750.00	86.11%	9,100.00
Other Benefits	88,471.00	33,169.91	37.49%	29,534.28
Unemployment Taxes	4,590.00	829.59	18.07%	3,253.45
Workers Compensation	5,324.00	0.00		471.66
Total Salaries & Wages	1,831,770.00	1,589,359.34	86.77%	1,246,566.57

Contractual Services	Budget	Actual Year	Percent	Actual Year
	FY 2007	To Date 6/30/2007	Of Budget	To Date 6/30/2006
Professional Services				
Accounting	12,000.00	7,347.09	61.23%	24,583.59
Auditing	35,000.00	16,247.50	46.42%	10,800.00
Financial Advisors	4,000.00	0.00		29,320.00
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	147,423.97	12.29%	0.00
Human Resources	22,000.00	16,324.88	74.20%	5,863.04
Legal	300,000.00	110,208.44	36.74%	286,417.25
Photography	15,000.00	17,435.42	116.24%	13,117.66
Traffic & Revenue Consultants	40,000.00	10,000.00	25.00%	0.00
Communications and Marketing	150,000.00	100,136.28	66.76%	0.00
Transcripts	2,000.00	0.00		1,900.00
Total Professional Services	2,330,000.00	425,123.58	18.25%	377,675.29

	Budget FY 2007	Actual Year To Date 6/30/2007	Percent Of Budget	Actual Year To Date 6/30/2006
Other Contractual Services				
IT Services	25,000.00	15,028.85	60.12%	9,941.18
Graphic Design Services	50,000.00	5,750.00	11.50%	44,064.02
Website Maintenance	20,000.00	16,932.15	84.66%	31,903.00
Research Services	45,000.00	2,005.95	4.46%	47,588.07
Copy Machine	13,000.00	7,673.14	59.02%	4,443.68
Software licenses	21,675.00	21,033.80	97.04%	0.00
Advertising	50,000.00	57,793.43	115.59%	54,163.57
Direct Mail	20,000.00	25,293.39	126.47%	0.00
Video Production	50,000.00	103,941.48	207.88%	28,217.00
Television	150,000.00	180,396.64	120.26%	0.00
Radio	50,000.00	43,036.34	86.07%	0.00
Other Public Relations	0.00	51,650.41		192,139.93
Security Contracts	60,000.00	68,736.65	114.56%	0.00
Cell Phones	10,170.00	5,141.32	50.55%	6,160.89
Local	18,240.00	11,004.67	60.33%	3,377.02
Long Distance	2,400.00	786.21	32.76%	151.13
Internet	4,000.00	3,672.00	91.80%	2,016.95
Other Communication Expense	1,000.00	546.95	54.70%	1,608.12
Dues & Subscriptions	7,200.00	2,070.70	28.76%	4,936.71
Memberships	18,950.00	12,129.85	64.01%	6,595.00
Continuing Education	9,000.00	2,584.95	28.72%	2,245.00
Professional Development	11,000.00	950.00	8.64%	9,266.10
Seminars and Conferences	21,400.00	23,925.00	111.80%	10,431.72
Total Travel	70,500.00	25,601.56	36.31%	44,330.02
Other Contractual Svcs	9,000.00	9,571.93	106.35%	4,257.27
Contractual Contingencies	161,000.00	479.26	0.30%	
Total Other Contractual Services	826,860.00	697,736.63	84.38%	508,714.33
Total Contractual Expenses	3,156,860.00	1,122,860.21	35.57%	886,389.62

	Budget FY 2007	Actual Year To Date 6/30/2007	Percent Of Budget	Actual Year To Date 6/30/2006
Materials and Supplies				
Books & Publications	3,600.00	3,276.14	91.00%	5,460.85
Office Supplies	18,750.00	8,997.59	47.99%	16,266.71
Computer Supplies	17,500.00	6,471.12	36.98%	6,177.76
Copy Supplies	6,000.00	0.00		0.00
Annual Report	20,000.00	20,245.87	101.23%	14,950.00
Other Reports	60,500.00	54,441.27	89.99%	0.00
Direct Mail	0.00	3,455.00		24,483.00
Office Supplies	18,350.00	4,918.14	26.80%	3,679.12
Maintenance Supplies	500.00	0.00		0.00
Promotional Items	12,500.00	14,144.25	113.15%	0.00
Displays	10,000.00	13,201.12	132.01%	1,750.00
Tools & Equipment	2,250.00	1,188.67	52.83%	920.88
Misc Materials & Supplies	6,000.00	1,683.23	28.05%	381.85
Total Materials & Supplies Exp	175,950.00	132,022.40	75.03%	74,208.02

	Budget FY 2007	Actual Year To Date 6/30/2007	Percent Of Budget	Actual Year To Date 6/30/2006
Operating Expenses				
Gasoline	10,000.00	0.00		18.92
Mileage Reimbursement	8,200.00	7,154.08	87.24%	7,436.89
Parking	22,100.00	23,747.36	107.45%	2,147.64
Graffiti Removal	0.00	1,722.40		0.00
Meeting Facilities	3,000.00	5,000.00	166.67%	715.20
Community Events	20,000.00	1,366.37	6.83%	0.00
Meeting Expense	4,900.00	3,220.38	65.72%	3,358.09
Public Notices	3,500.00	328.75	9.39%	565.16
Postage	11,500.00	17,117.22	148.85%	4,577.78
Overnight Services	2,200.00	257.14	11.69%	294.20
Delivery Services	3,200.00	2,013.07	62.91%	1,966.13
Insurance	26,200.00	31,830.28	121.49%	18,802.61
Reimbursements	1,150.00	1.36	0.12%	39.21
Repair and Maintenance	3,600.00	0.00		158.00
Rent	162,290.00	182,683.47	112.57%	53,301.30
Water	17,000.00	0.00		0.00
Electricity	7,400.00	23,487.37	317.40%	735.90
Natural Gas	500.00	0.00		163.59
Amortization Expense	30,000.00	34,546.68	115.16%	12,635.53
Dep Exp- Furniture & Fixtures	12,000.00	10,534.02	87.78%	4,186.62
Dep Expense - Equipment	12,000.00	9,384.72	78.21%	4,161.74
Dep Expense-Communic Equip	6,000.00	5,998.59	99.98%	2,935.08
Depreciation Expense-Computers	48,000.00	28,168.75	58.68%	43,893.78
Recruitment	4,000.00	0.00		1,306.16
Community Initiative Grants	200,000.00	125,192.00	62.60%	32,500.00
Total Operating Expense	618,740.00	513,754.01	83.03%	195,899.53
Financing Expenses				
Arbitrage Rebate	1,000.00	3,500.00	350.00%	0.00
Loan Fees	10,500.00	11,000.00	104.76%	10,500.00
Bond Issuance Cost	25,000.00	25,000.00	100.00%	0.00
Trustee Fees	3,800.00	4,849.99	127.63%	3,483.37
Bank Fees	1,000.00	2,384.54	238.45%	350.67
Credit Card Fees	1,000.00	0.00		0.00
Contingency	20,000.00	0.00		0.00
Total Financing Expense	62,300.00	46,734.53	75.02%	14,334.04
Total Expenses	5,845,620.00	3,404,730.49	58.24%	2,417,397.78
Net Income	-4,371,570.00	-1,905,207.94		-1,926,883.89

Central Texas Regional Mobility Authority
Balance Sheet

As of

June 30, 2007

June 30, 2006

Assets

Current Assets

Cash in Operating Fund	35,704.56	(83,496.15)
Chase-Regions Trustee Account	5,595.45	0.00
Regions Trustee cash account	3,385.64	0.00
Cash In TexSTAR	7,413,353.77	7,246,752.49
Cash in Chase Money Mkt Funds	0.00	8,005,326.80
Money Market Payroll Account	1,896.79	0.00
Fidelity Government MMA	593,936.99	0.00
Restricted Cash-TexStar	64,081,248.60	21,931,006.77
Total Cash Equivalents	<u>72,090,436.15</u>	<u>37,183,086.06</u>
Accounts Receivable	2,948.27	1,361.30
Due From Other Funds	145,510.38	0.00
Due From TTA	260,490.00	0.00
Due From NTTA	7,277.00	0.00
Due From HCTRA	16,032.00	0.00
Interest Receivable	39,731.79	97,381.93
Agencies	8,467,084.14	18,252,663.25
Prepaid Insurance	16,409.38	10,484.26
Prepaid Expenses	0.00	2,849.99
Total Prepaid Expenses	<u>16,409.38</u>	<u>13,334.25</u>
Total Current Assets	<u>81,090,604.76</u>	<u>55,464,330.64</u>

Construction Work In Process

Utility Relocation Expense	61,460.46	31,582.56
Consulting-Admin Services	687,052.37	658,809.46
Consulting-Reimbursed Expenses	5,766.34	121.82
Environmental Fees	398,750.00	398,750.00
Funding Costs	30,000.00	30,000.00
Legal Fees-Construction	2,286,860.09	1,825,481.80
Traffic & Revenue Analysis	2,623,836.16	1,933,383.81
Unsuccessful Proposers	356,625.82	356,625.82
Engineering	4,244,068.00	1,767,193.20
Right of Way	18,616,173.29	116,126.61
Total Preliminary Costs	<u>29,310,592.53</u>	<u>7,118,075.08</u>
Public Involvement	394,699.68	173,044.89
CDA Oversight	7,985,018.62	4,204,927.75
Engineering	14,082,913.49	14,082,913.49
Total Construction Engineering	<u>22,462,631.79</u>	<u>18,460,886.13</u>
Design	31,028,125.16	24,702,423.47
Construction-CDA	137,049,256.06	86,116,200.15
Other Construction Costs	388,282.41	75,465.53
Total Construction	<u>168,465,663.63</u>	<u>110,894,089.15</u>
Toll Collection System	8,180,362.24	2,583,715.12
Accrued Interest Income	(14,263,992.44)	(10,018,319.00)
Accrued Interest Expense	27,524,716.84	16,013,333.04
Amortization of Bond Premium	(3,701,455.14)	(2,121,069.00)
Amortization Bond Disc Invest	(4,326,769.75)	(102,288.16)
Total Accrued Interest	<u>5,232,499.51</u>	<u>3,771,656.88</u>
Amortization Bond Issue Costs	3,360,843.92	1,928,528.72
Total Construction WIP	<u>237,012,593.62</u>	<u>144,756,951.08</u>

Fixed Assets

Computers	115,571.52		115,571.52	
Accum Deprec-Computers	<u>(90,772.97)</u>	24,798.55	<u>(62,604.22)</u>	52,967.30
Computer Software	95,156.88		95,156.88	
Accumulated Amortization-Software	<u>(40,322.88)</u>	54,834.00	<u>(11,627.76)</u>	83,529.12
Furniture and Fixtures	61,409.41		49,900.17	
Accum Deprec-Furn & Fixtures	<u>(14,720.64)</u>	46,688.77	<u>(4,186.62)</u>	45,713.55
Equipment	30,721.93		28,777.93	
Accum Depec-Equipment	<u>(13,546.46)</u>	17,175.47	<u>(4,161.74)</u>	24,616.19
Autos and Trucks	16,295.00		0.00	
Communication Equipment	30,743.13		29,556.02	
Accum Deprec-Comm Equip	<u>(8,933.67)</u>	21,809.46	<u>(2,935.08)</u>	26,620.94
Leasehold Improvements		46,517.90		39,953.07
Total Fixed Assets		228,119.15		273,400.17
Other Assets				
Security Deposits		8,643.30		8,643.30
Long Term Investments				
GIC		10,161,470.17		112,820,230.32
Other Assets				
Intangible Assets		650.00		0.00
2005 Bond Issuance Costs		9,569,525.24		11,001,840.44
Total Assets		<u>338,071,606.24</u>		<u>324,325,395.95</u>

Liabilities**Current Liabilities**

Accounts Payable		2,790,424.90		7,982,632.85
Salaries Payable		31,186.68		24,848.75
Interest Payable		5,759,913.06		5,707,804.97
Due to other Funds		145,510.38		0.00
Deferred Compensation Payable		4,312.26		3,262.26
TCDRS Payable		26,391.77		22,899.76
Due to other Entities		692.31		692.31
FICA Payable		4,906.36		4,653.20
FICA MED Payable		1,353.76		1,088.22
Federal Withholding Payable		5,877.00		4,748.00
Due to State of Texas		19.38		99.39
Total Due to other Entities		12,156.50		0.00
Total Current Liabilities		<u>8,770,587.86</u>		<u>13,752,729.71</u>

Long Term Liabilities

Retainage Payable		8,721,248.89		5,657,712.95
BANS 2005		66,000,000.00		66,000,000.00
Senior Lien Revenue Bonds 2005		169,325,456.18		168,570,263.80
Sn Lien Rev Bnd Prem/Disc 2005		6,156,751.41		7,737,137.55
Total Long Term Liabilities		<u>250,203,456.48</u>		<u>247,965,114.30</u>
Total Liabilities		<u>258,974,044.34</u>		<u>261,717,844.01</u>

Net Assets Section

Contributed Capital		18,430,634.57		
Net Assets beginning		62,572,135.27		64,499,019.16
Current Year Operations		<u>(1,905,207.94)</u>		<u>(1,891,467.22)</u>
Total Liabilities and Net Assets		<u>338,071,606.24</u>		<u>324,325,395.95</u>

CTRMA INVESTMENT REPORT

	Month Ending 6/30/2007						Current Rate as of 5/31/2007	Maturity
	Balance 5/31/2007	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 6/30/2007		
Amount in repo								
Construction Fund	331,764.53			See Note a	327,620.02	4,144.51	3.35%	April 1, 2007
Debt Service Fund	10,246,198.96			28,212.79	327,620.02	10,274,411.75	3.35%	Jan 1, 08
Totals	10,577,963.49	0.00	0.00	28,212.79	327,620.02	10,278,556.26		
Amount in Trustee TextStar								
Additional Projects Fund	9,553,679.90			41,451.38	23,196.12	9,571,935.16	5.372%	
Construction Fund	29,953,326.35	145,510.38		129,437.80	372,478.47	29,855,796.06	5.372%	
Renewal & Replacement Fund	97,148.52			422.26		97,570.78	5.372%	
TXDOT Grant Fund	10,643,665.08			46,262.79		10,689,927.87	5.372%	
Revenue Fund	104,020.13	423,282.39		1,043.15		528,345.67	5.372%	
Debt Service Reserve Fund	13,279,951.33			57,721.43		13,337,672.76	5.372%	
	63,631,791.31	568,792.77	0.00	276,338.81	395,674.59	64,081,248.30		
Amount in TexStar Operating Fund	7,731,054.73			32,889.22	350,590.18	7,413,353.77	5.372%	
Fidelity Money Market Fund								
-Operating Fund	5,494.17	23,196.12		22.75	27,380.38	5,516.92	4.890%	
-Additional Projects Fund	0.00	700,098.49		31.93	700,130.42	0.00	4.890%	
-Construction Fund	0.00			208.49		50,548.21	4.890%	
-Debt Service Fund	50,339.72			6.67		1,617.49	4.890%	
-Subordinate Lien DS Fund	1,610.82			24.93		6,244.48	4.890%	
-TXDOT Grant Fund	6,219.55			0.17		510,041.49	4.890%	
-Renewal and Replacement	41.32	510,000.00		111.91	568,793.07	10,904.13	4.890%	
-Revenue Fund	62,407.45	517,177.84		37.39		9,064.26	4.890%	
-Debt Service Reserve Fund	9,026.87					593,936.98		
	135,139.90	1,750,472.45	0.00	4,628.50	1,296,303.87	593,936.98		
Money Market Fund-payroll	1,607.43	77,500.00		25.90	77,236.54	1,896.79	4.940%	
Amount in Fed Agencies								
Amortized Principal	4,960,609.35	0.00	6,475.27	14,534.72	500,000.00	4,467,084.62		
Accrued Interest	4,960,609.35	0.00	6,475.27		500,000.00	4,467,084.62		
Total in Repo's	10,577,963.49	0.00	0.00	28,212.79	327,620.02	10,278,556.26		
Total in Pools	71,362,846.04	568,792.77	0.00	309,228.03	746,264.77	71,494,602.07		
Total in Money Market	136,747.33	1,827,972.45	0.00	4,654.40	1,373,540.41	595,833.77		
Total in Fed Agencies	4,960,609.35	0.00	6,475.27	0.00	500,000.00	4,467,084.62		
Total Invested	87,038,166.21	2,396,765.22	6,475.27	342,095.22	2,947,425.20	86,836,076.72		

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



Monthly Newsletter - June 2007

Performance

<i>As of June 30, 2007</i>		<i>June Averages</i>	
Current Invested Balance	\$4,850,271,396.79	Average Invested Balance	\$4,935,615,915.40
Weighted Average Maturity (1)	21 Days	Average Monthly Yield, on a simple basis	5.2883%
Weighted Average Maturity (2)	25 Days	Average Weighted Average Maturity (1)*	18 Days
Net Asset Value	1.000014	Average Weighted Average Maturity (2)*	25 Days
Total Number of Participants	543	Definition of Weighted Average Maturity (1) & (2)	
Management Fee on Invested Balance	0.12%*	(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.	
Interest Distributed	\$21,655,235.30	(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.	
Management Fee Collected	\$202,984.66	* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.	
Standard & Poor's Current Rating	AAAm		

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

New Participants

We would like to welcome the following entities who joined the TexSTAR program in June 2007:

- | | | |
|--------------------|-------------------------------------|------------------|
| ★ Terrell County | ★ Lee County | ★ Guthrie CSD |
| ★ City of Forney | ★ City of Navasota | ★ Wimberley ISD |
| ★ Grimes County | ★ La Academia de Estrellas | ★ White Deer ISD |
| ★ Irion County ISD | ★ Spring Branch Management District | ★ Millsap ISD |

Economic Commentary

Second quarter economic reports pointed to a rebound in growth. Payroll gains started off the quarter with less than 80,000 and rose to a very healthy 157,000 in May. Conversely, the unemployment rate held steady at 4.5%. Initial jobless claims averaged a solid 316,000 last quarter versus 321,000 in the previous quarter. Both the claims data and the most recent employment report suggest labor market conditions remain tight.

Housing reports were mixed throughout the quarter. New home sales, a leading indicator, rose a cumulative 10.9% in April and May while existing home sales declined a cumulative 3.4%. Housing starts were up 1.0% in April, only to fall 2.1% in May. Manufacturing activity bounced back in the second quarter. Most regional surveys posted solid increases through the quarter, and the June ISM Manufacturing survey came in at a robust 56.0, with details of the report signaling an acceleration in manufacturing activity in the months ahead.

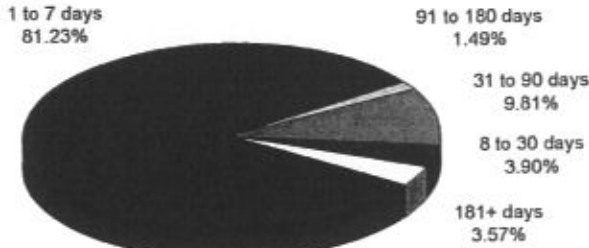
The core CPI printed 0.2% in April and 0.1% in May, with the year-over-year increase moderating to 2.2%, versus 2.5% in March. The core PCE deflator, the Federal Reserve's preferred inflation measure, was up only 0.1% in both months, and is currently up only 1.9% year-on-year (within the Fed's 1% - 2% comfort zone), down from 2.1% at the end of the first quarter. During the second quarter, yields rose dramatically across the curve. The U.S. Treasury yield curve steepened over the quarter, as the spread between two and five year Treasury notes ended June at 6 bps, higher by 10 bps from March 31.

The Fed is expected to stay on the sidelines through the end of the year, with any chance of a tightening or easing in 2008 being data dependant. The economy should continue to grow at an annualized pace of 3.6% in the second quarter as the result of an improvement in inventories and the trade balance.

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

Information at a Glance

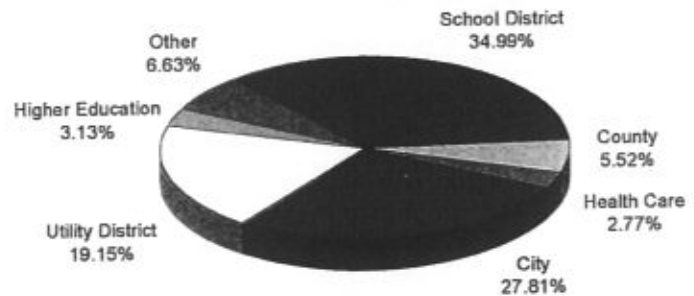
Portfolio by Type of Investment As of June 30, 2007



Repurchase Agreements
83.35%



Portfolio by Maturity As of June 30, 2007



Distribution of Participants by Type As of June 30, 2007

Performance

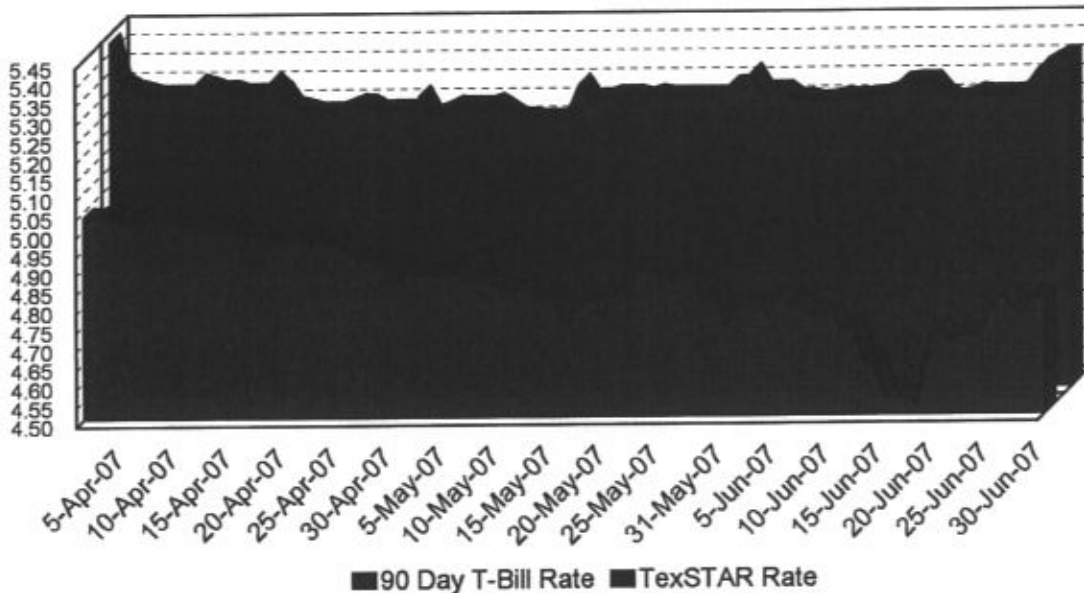
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 07	5.2883%	\$ 4,850,271,396.79	\$ 4,850,377,392.01	1.000014	18	25	543
May 07	5.2613%	4,809,313,042.18	4,809,314,578.92	1.000000	11	20	531
Apr 07	5.2803%	5,032,146,136.61	5,031,747,141.26	0.999920	13	23	523
Mar 07	5.2999%	5,200,629,725.85	5,200,442,100.26	0.999957	11	26	513
Feb 07	5.2903%	5,608,621,555.72	5,608,663,678.19	1.000007	12	31	505
Jan 07	5.2920%	4,939,413,083.56	4,939,578,732.47	1.000033	17	40	501
Dec 06	5.2991%	4,277,003,031.52	4,276,711,759.92	0.999923	15	49	493
Nov 06	5.2785%	3,929,299,527.54	3,928,963,502.14	0.999914	22	63	488
Oct 06	5.2903%	3,782,690,698.30	3,782,682,727.03	0.999997	30	75	484
Sep 06	5.2742%	3,711,282,274.72	3,712,264,237.96	1.000249	24	81	472
Aug 06	5.2601%	3,403,609,840.35	3,403,747,759.54	1.000040	16	76	466
Jul 06	5.2609%	3,652,659,353.06	3,652,612,174.26	0.999987	15	72	461
Jun 06	5.0063%	3,490,853,364.63	3,490,672,360.70	0.999935	14	72	457

Portfolio Asset Summary as of June 30, 2007

	Book Value	Market Value
Uninvested Balance	\$ 204,868.45	\$ 204,868.45
Accrual of Interest Income	4,486,252.00	4,486,252.00
Interest and Management Fees Payable	(21,698,793.33)	(21,698,793.33)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	4,063,501,000.00	4,063,501,000.00
Government Securities	803,778,069.67	803,884,064.89
Total	\$ 4,850,271,396.79	\$ 4,850,377,392.01

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

TexSTAR versus 90-Day Treasury Bill



Daily Summary for June 2007

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jun-07	5.2852%	0.000144800	4,846,514,904.39	0.999997	14	21
2-Jun-07	5.2852%	0.000144800	4,846,514,904.39	0.999997	14	21
3-Jun-07	5.2852%	0.000144800	4,846,514,904.39	0.999997	14	21
4-Jun-07	5.2645%	0.000144232	4,870,023,889.73	1.000000	14	22
5-Jun-07	5.2643%	0.000144227	4,904,181,677.02	0.999998	16	24
6-Jun-07	5.2582%	0.000144061	4,895,566,826.16	1.000001	16	24
7-Jun-07	5.2603%	0.000144117	4,928,683,774.01	0.999999	15	23
8-Jun-07	5.2655%	0.000144260	4,936,469,325.53	1.000002	17	24
9-Jun-07	5.2655%	0.000144260	4,936,469,325.53	1.000002	17	24
10-Jun-07	5.2655%	0.000144260	4,936,469,325.53	1.000002	17	24
11-Jun-07	5.2692%	0.000144361	4,926,565,023.39	1.000004	16	24
12-Jun-07	5.2713%	0.000144418	4,999,564,543.59	0.999995	19	26
13-Jun-07	5.2796%	0.000144647	4,955,739,526.25	0.999999	19	26
14-Jun-07	5.3035%	0.000145300	4,917,166,628.20	0.999995	19	26
15-Jun-07	5.3084%	0.000145435	4,885,308,234.97	0.999994	21	28
16-Jun-07	5.3084%	0.000145435	4,885,308,234.97	0.999994	21	28
17-Jun-07	5.3084%	0.000145435	4,885,308,234.97	0.999994	21	28
18-Jun-07	5.2752%	0.000144525	4,939,043,154.69	0.999999	21	28
19-Jun-07	5.2569%	0.000144025	4,931,749,586.42	1.000004	21	27
20-Jun-07	5.2628%	0.000144185	4,925,961,942.17	1.000003	21	27
21-Jun-07	5.2754%	0.000144531	5,018,154,318.95	1.000010	20	27
22-Jun-07	5.2717%	0.000144429	5,017,637,169.62	1.000010	19	26
23-Jun-07	5.2717%	0.000144429	5,017,637,169.62	1.000010	19	26
24-Jun-07	5.2717%	0.000144429	5,017,637,169.62	1.000010	19	26
25-Jun-07	5.2741%	0.000144495	5,100,826,848.70	1.000011	19	25
26-Jun-07	5.3006%	0.000145223	5,063,580,590.32	1.000009	19	25
27-Jun-07	5.3391%	0.000146278	5,007,370,049.41	1.000018	20	25
28-Jun-07	5.3567%	0.000146760	4,925,967,385.80	1.000013	22	25
29-Jun-07	5.3719%	0.000147176	4,850,271,396.79	1.000014	21	25
30-Jun-07	5.3719%	0.000147176	4,850,271,396.79	1.000014	21	25
Average	5.2883%	0.000144884	4,935,615,915.40		18	25

TexSTAR Participant Services
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 **First Southwest Asset Management**

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