

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

RESOLUTION NO. 10-01

**Jacobs Carter Burgess Work Authorization No. 2 for Construction Phase Services Related
to Segment #1 of the 290 East Toll Project**

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

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

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the 290 East Toll Project (the “Project”); and

WHEREAS, CTRMA staff and consultants have determined that the design and engineering of the Project should be undertaken in three segments, such segments being described as Segment #1 (from US 183 to Tuscany Way, including four direct connectors at the US 183 interchange), Segment #2 (from Tuscany Way to FM 3177 [Decker Lane]), and Segment #3 (from FM 3177 to FM 734 [Parmer Lane]); and

WHEREAS, in Resolution No. 08-16, dated March 26, 2008, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors authorized the Executive Director and staff to enter into negotiations and finalize a contract and initial work authorization for the design and engineering of Segment #1 of the Project with Jacobs Carter Burgess, formerly Carter & Burgess, Inc. (“Jacobs”), and the contract was finalized and executed; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Work Authorization No. 2 to the agreement for design and engineering services with Jacobs (“Work Authorization No. 2”) which sets forth a scope of services for the provision of construction phase services for Segment #1 of the Project; and

WHEREAS, it is necessary that the board of Directors Approve Work Authorization No. 2 and its execution by the Executive Director.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 2 in substantially the same form attached hereto as Attachment “A”, provided that any work commenced under Work Authorization No. 2 be

subject to the agreement for design and engineering services between the CTRMA and Jacobs;
and

BE IT FURTHER RESOLVED, that Work Authorization No. 2 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 2 may be amended from time to time by written amendment as deemed necessary by the Board of Directors.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-01
Date Passed 01/27/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-01
JACOBS WORK AUTHORIZATION NO. 2

ATTACHMENT C
WORK AUTHORIZATION
C-2
WORK AUTHORIZATION NO. 2
CONTRACT FOR ENGINEERING SERVICES

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

PART I. The Engineer will perform engineering services generally described as Construction Phase Services for the 290 East Toll Project Segment #1 (Direct Connectors at US 183) in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$499,837.51 and the method of payment is Cost Plus Fixed Fee. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D and Exhibit E, which is attached and made a part of this Work Authorization. The basis for payment will be as follows:

The amount paid shall be based on actual labor hours worked, billed at actual wage rates, plus allowable direct expenses (only those identified in Exhibit D) at actual costs. Billed labor rates must be equal to or less than the maximum wage rates per classification shown in the Maximum Rate Schedule in Exhibit E. The total amount paid shall not exceed the maximum amount payable. For payment the Engineer is required to provide evidence of actual hours worked, employee classification, actual wage rates, and evidence of allowable direct costs.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the contract, and Attachment A, Article 1.

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

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

Kevin P. Nelson, P.E.
(Printed Name)

Mike Heiligenstein
(Printed Name)

Managing Principal
(Title)

Executive Director
(Title)

(Date)

(Date)

LIST OF EXHIBITS

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit H-2

- Scope of Services to be provided by the Authority
- Scope of Services to be provided by the Engineer
- Work Schedule
- Fee Schedule
- Maximum Rate Schedule
- DBE Subprovider Forms

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The Central Texas Regional Mobility Authority (the Authority) shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Segment Engineer, herein referred to as the "Engineer":

1. Designate a single person from the GEC team as the point of contact for the Engineer in the Construction Phase efforts.
2. Attend and participate in progress and coordination meetings as required.
3. Authorize the Engineer in writing to proceed. (Emailed partial NTPs will be provided for this work authorization.)
4. Place at Engineer's disposal all reasonably available information pertinent to the Project, including previous reports, drawings, specifications, or any other data relative to the design and construction of the Project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule identified in Exhibit C.
7. Assemble a set of as-built "Record Drawings" for all disciplines.
8. Transfer all as-built information to a set of "mylar" tracings as "Record Drawings" or documents for the permanent file for all disciplines.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SEGMENT ENGINEER

The Segment Engineer, herein referred to as the "Engineer", shall be available at the request of the Central Texas Regional Mobility Authority (the "Authority") or the General Engineering Consultant (GEC) for work associated with the construction of the Direct Connectors at US 183 portion of the 290E Toll Project, herein referred to as the "Project". This work authorization amends Work Authorization #1 by adding Function 1.20; "Construction Phase Services".

1.20 Construction Phase Services

The general descriptions of services set forth in Section 1.20 below represent non-exclusive examples of the types of work elements that may be assigned to the Engineer under the terms of this Work Authorization. The Authority anticipates that some of the work shall be performed in-house by the Engineer utilizing its own staff and some work will be outsourced to other consultants. The scope of services for specific assignments to the Engineer will be clarified at the time the assignment is made. Notwithstanding the general descriptions in Section 1.20, the Engineer will be expected to provide the expertise and resources necessary to fully implement and accomplish work of the type described in accordance with the Work Authorization.

Construction phase services to be performed by the Engineer shall be limited to the structural and aesthetic elements of the project. Upon request for construction phase services, the Engineer shall prepare a written Memorandum of Understanding prior to the commencement of any task associated with this Work Authorization and submit it to the Authority. The MOU shall define the work, time frame, and level of effort associated with each task such that both parties are in agreement as to the magnitude of the task. Along with confirmation of the effort level, the GEC will grant notice to proceed via e-mail to the Engineer. Actual effort will be compensated. Invoices should reflect the effort level of each RFI as well as the hours spent by each person to complete the work.

No compensation will be made correction of errors in the plans or omissions from the plans. Construction phase services may require but are not limited to:

1.20.A. Respond to Requests for Information (RFIs)

The Engineer will respond to Requests for Information (RFIs) issued by the GEC, acting as a representative of the Authority, on an "on-call" basis for the duration of the construction of the project. RFIs may originate from the construction contractor or the construction engineering and inspection team.

1.20.B. Perform Shop Drawing Review

The following procedures shall be used for shop drawing review:

1. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions Taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications. The Contractor remains solely responsible for details and accuracy, for confirming and correlation all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the correct information will be written next to the crossed out information. All redlines shall be done in indelible red ink. The submittal shall be returned "Make Correction as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Resubmit." The Drawings must then be resubmitted for a second review.
5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." Before rejection, the Engineer shall coordinate with the fabricator. An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
6. A cover letter will be returned with the reviewed drawings containing:
 - a. A description of the submittal;
 - b. The status of the submittal;
 - c. A listing of sheet numbers and tiles reviewed;
 - d. If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were use to determine if the alternate design is adequate and acceptable and;
 - e. If the submittal was not accepted without exception, and explanation of the exceptions.

1.20.C. Perform Change Order Review

Effort and expectations for Change Order Review shall be determined at the time of request for the service.

1.20.D. Produce Change Orders

The Engineer shall be available to prepare Change Orders, Alternate Designs, or Additional Design Details as directed by the State or its representatives throughout the duration of the construction. The Engineer will document each Change Order, Alternate Design, or Design Details in sufficient detail to allow the processing of the design refinement. The Engineer shall submit original mylar drawings and six copies of all Change Orders or designs requested by the Authority. In relation to preparation of change order documents, the Engineer shall be available to:

1. Prepare a Fair Construction Cost Estimate for the change
2. Evaluate contractor's proposed quotation against the Fair Construction Cost Estimate
3. Submit recommendations to the Authority for final approval, and
4. Assist the Authority and/or its representatives in negotiating change orders following approval.

Specific effort and expectations for Change Order Review shall be determined at the time of request for the service.

1.20.E. Perform Report Revisions

The Engineer shall be expected to revise reports as requested by the Authority due to accurately reflect the field conditions at the time of construction.

1.20.F. Attend and/or Facilitate Meetings and Presentations

The Engineer shall be available to attend onsite construction progress meetings as deemed necessary by Authority.

**EXHIBIT C
WORK SCHEDULE**

The services described in this work authorization will be “on-call” services as requested by the CTRMA and/or the GEC. Services shall be provided in a timely manner and responses shall be prompt. Time requirements for individual tasks will be determined at the time of the request. Services may be requested at any time during the construction of the project. The estimated construction schedule for the Project is outlined below:

Notice to Proceed for Construction Activities.....	February 26, 2010
Substantial Completion.....	January 13, 2012
Punch list and Final Acceptance.....	May 18, 2012

EXHIBIT D
FEE SCHEDULE

FOR
Carter & Burgess, Inc.

290 EAST TOLL PROJECT - SEGMENT #1
Work Authorization #2

For services described in Exhibit B, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

TOTAL COMPENSATION

Direct Connectors at US 183 - Construction Phase Services **\$ 499,837.51**

EXHIBIT D
SUMMARY OF MANHOURS BY CLASSIFICATION & MAJOR TASK ANALYSIS
CONSTRUCTION PHASE SERVICES
CARTER & BURGESS, INC.

Fee/Rate Schedule	OH										PROJECT MULTIPLIER			
	Labor Rate Per Hour	\$96.00	\$87.00	\$64.00	\$44.00	\$36.00	\$10.00	\$48.00	\$35.00	\$28.00		\$24.00	MARGIN RATE	
Loaded Rate	\$253.70	\$245.25	\$180.41	\$124.03	\$101.48	\$84.57	\$135.31	\$98.66	\$78.93	\$67.65	151.69%	11.00%		
Description of Work or Task	Principle	Senior Project Manager	Senior Engineer	Senior Bridge Engineer	Project Engineer	Design Engineer	Engineering Interns (EIT)	Senior Engineering Technician	Engineering Technician	CADD Operator	Admin / Clerical	Staff Hr.	Staff Cost / Task	Plan Sheet
1.20 Construction Phase Services														
120.A. Requests for information	-	8	30	36	40	40	50	-	-	-	-	212	\$ 27,659.16	N/A
120.B. Shop drawing review	-	-	-	340	800	800	340	-	-	-	-	2,280	\$ 270,501.20	N/A
120.C. Change order review	-	2	18	32	60	60	48	-	-	-	5	225	\$ 27,499.21	N/A
120.D. Change order	-	-	-	150	200	200	150	-	-	-	-	700	\$ 84,849.00	N/A
120.E. Report revisions	-	8	-	8	30	30	-	-	-	-	2	78	\$ 10,305.88	N/A
120.F. Meetings and presentations	-	4	-	30	30	-	-	-	-	-	5	69	\$ 10,452.45	N/A
Construction Phase Services Subtotal:	-	22	48	596	1,160	1,130	588	-	-	-	20	3,564	\$ 431,206.90	
Expense:													\$ 1,311.00	
PSSC Total:													\$ 67,319.61	
WORK AUTHORIZATION TOTAL SUMMARY													\$ 499,837.51	

** EFFORT SHOWN IS FOR WORK AUTHORIZATION PURPOSES ONLY. ACTUAL EFFORT TO BE DETERMINED AT TIME OF REQUEST FOR SERVICES.

EXHIBIT D
SUMMARY OF MANHOURS BY CLASSIFICATION & MAJOR TASK ANALYSIS
CONSTRUCTION PHASE SERVICES
P.E. STRUCTURAL CONSULTANTS, INC.

Fee/Rate Schedule		\$66.17	\$66.17	\$54.56	\$44.00	\$55.20	\$33.44	\$36.96	\$29.92	\$26.40	\$22.88	OH RATE	MARGIN RATE	PROJECT MULTIPLIER
Labor Rate Per Hour		\$66.17	\$66.17	\$54.56	\$44.00	\$55.20	\$33.44	\$36.96	\$29.92	\$26.40	\$22.88	160.00%	12.00%	2.912
Loaded Rate		\$192.70	\$192.70	\$158.88	\$128.13	\$102.50	\$97.38	\$107.63	\$87.13	\$76.88	\$66.63			
Description of Work or Task	Principal \$192.70/Hr	Senior Project Manager \$192.70/Hr	Senior Engineer \$158.88/Hr	Senior Bridge Engineer \$158.88/Hr	Project Engineer \$128.13/Hr	Design Engineer \$102.50/Hr	Engineering Interns (EIT) \$97.38/Hr	Senior Engineering Technician \$107.63/Hr	Engineering Technician \$87.13/Hr	CADD Operator \$76.88/Hr	Admins / Clerical \$66.63/Hr	Staff Hr.	Staff Cost / Task	Plan Sheet
												Totals	Totals	Total
1.20 Construction Phase Services														
120.A. Requests for information	-	12	24	-	35	-	-	-	-	-	6	77	\$ 11,009.85	
120.B. Shop drawing review	-	40	-	-	100	50	50	-	-	-	20	260	\$ 31,847.60	
120.C. Change order review	-	9	12	-	18	-	-	6	12	-	6	63	\$ 8,098.32	
120.D. Change order	-	14	-	-	24	6	20	-	-	-	-	64	\$ 8,335.52	
120.E. Report revisions	-	6	-	-	6	-	6	-	-	-	12	30	\$ 3,308.82	
120.F. Meetings and presentations	-	16	-	-	8	-	-	-	-	-	2	26	\$ 4,241.50	
Construction Phase Services Subtotal:		97	36	-	191	56	76	6	12	-	46	520	\$ 66,781.61	
Expenses:													\$ 538.00	
PESC Total:													\$ 67,319.61	

** EFFORT SHOWN IS FOR WORK AUTHORIZATION PURPOSES ONLY. ACTUAL EFFORT TO BE DETERMINED AT TIME OF REQUEST FOR SERVICES.

EXHIBIT D
SUMMARY OF GENERAL EXPENSES
CONSTRUCTION PHASE SERVICES
CARTER & BURGESS, INC.

Item Description	Unit	Quantity	Unit Cost	Total Cost
Basic General Expenses				
I. Travel - Mileage	Miles	520	\$ 0.55	\$ 286.00
II. Basic Printing and Reproduction				
A. Photo Copies (B/W) (8 1/2" x 11")	EA	1,000	\$ 0.10	\$ 100.00
B. Photo Copies (B/W) (11" x 17")	EA	500	\$ 0.25	\$ 125.00
C. Photo Copies (B/W) (11" x 17") (From Mylar)	EA		\$ 0.40	\$ -
D. Photo Copies (Color) (8 1/2" x 11")	EA		\$ 0.20	\$ -
E. Photo Copies (Color) (11" x 17")	EA		\$ 0.25	\$ -
F. Photo Copies (Color) (8 1/2" x 11") (Outside)	EA		\$ 1.00	\$ -
G. Photo Copies (Color) (11" x 17") (Outside)	EA		\$ 1.50	\$ -
H. Color Plot (Schematic Layout)	SF		\$ 2.00	\$ -
I. Paper Plot	SF		\$ 1.00	\$ -
J. Mylar Plots (11" x 17")	EA	100	\$ 2.00	\$ 200.00
K. Manuals/Binders	EA		\$ 10.00	\$ -
L. Document Assembly	Plan Set	0	\$ 30.00	\$ -
III. Courier Service Deliveries (4/mo. X 18 mo.)	EA.	30	\$ 20.00	\$ 600.00
Total Basic General Expenses				\$ 1,311.00

EXHIBIT D
SUMMARY OF GENERAL EXPENSES
CONSTRUCTION PHASE SERVICES
P.E. STRUCTURAL CONSULTANTS, INC.

Item Description	Unit	Quantity	Unit Cost	Total Cost
Basic General Expenses				
I. Travel - Mileage	Miles	160	\$ 0.55	\$ 88.00
II. Basic Printing and Reproduction				
A. Photo Copies (B/W) (8 1/2" x 11")	EA	100	\$ 0.10	\$ 10.00
B. Photo Copies (B/W) (11" x 17")	EA	120	\$ 0.25	\$ 30.00
C. Photo Copies (B/W) (11" x 17") (From Mylar)	EA	60	\$ 0.40	\$ 24.00
D. Photo Copies (Color) (8 1/2" x 11")	EA	80	\$ 0.20	\$ 16.00
E. Photo Copies (Color) (11" x 17")	EA	120	\$ 0.25	\$ 30.00
F. Photo Copies (Color) (8 1/2" x 11") (Outside)	EA		\$ 1.00	\$ -
G. Photo Copies (Color) (11" x 17") (Outside)	EA		\$ 1.50	\$ -
H. Color Plot (Schematic Layout)	SF		\$ 2.00	\$ -
I. Paper Plot	SF		\$ 1.00	\$ -
J. Mylar Plots (11" x 17")	EA	40	\$ 2.00	\$ 80.00
K. Manuals/Binders	EA	2	\$ 10.00	\$ 20.00
L. Document Assembly	Plan Set		\$ 30.00	\$ -
III. Courier Service Deliveries (4/mo. X 18 mo.)	EA.	12	\$ 20.00	\$ 240.00
Total Basic General Expenses				\$ 538.00

EXHIBIT E
MAXIMUM RATE SCHEDULE
CONSTRUCTION PHASE SERVICES

Labor Classification	Maximum Rate
Carter & Burgess, Inc.	
Senior Project Manager	\$ 245.25
Senior Engineer	\$ 180.41
Senior Bridge Engineer	\$ 180.41
Project Engineer	\$ 124.03
Design Engineer	\$ 101.48
Engineering Intern (EIT)	\$ 84.57
Senior Engineering Technician	\$ 135.31
Engineering Technician	\$ 98.66
CADD Operator	\$ 78.93
Admin/Clerical	\$ 67.65
P.E. Structural Consultants, Inc.	
Senior Project Manager	\$ 192.70
Senior Project Manager	\$ 192.70
Senior Engineer	\$ 158.88
Senior Bridge Engineer	\$ 158.88
Project Engineer	\$ 128.13
Design Engineer	\$ 102.50
Engineering Intern (EIT)	\$ 97.38
Senior Engineering Technician	\$ 107.63
Engineering Technician	\$ 87.13
CADD Operator	\$ 76.88
Admin/Clerical	\$ 66.63
<p>Actual billed rates are not to exceed the maximum rate. Documentation of hours worked is necessary to receive reimbursement.</p>	

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

RESOLUTION NO. 10-02

Right of Way Committee

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

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

WHEREAS, Section 16 of the CTRMA Bylaws (the "Bylaws") provides that the Chairman and/or the Board of Directors may designate from among the Directors one or more ad hoc or standing committees; and

WHEREAS, Section 16 of the Bylaws further provides that a committee shall have and may exercise all of the authority of the Board if approved by a resolution passed by a majority vote of the Board, to the extent provided in such resolution; and

WHEREAS, the CTRMA is currently developing the 290 East Toll Project including the acquisition of the necessary right of way for the Project; and

WHEREAS, in Resolution No. 09-01, dated January 28, 2009, the Chairman and the Board of Directors determined that the establishment of a Right of Way Committee was desirable in order to maximize the efficiency of the right of way acquisition process and established such a committee; and

WHEREAS, the Board of Directors now desires to modify the composition and functions of the Right of Way Committee; and

WHEREAS, it is desirable that the Right of Way Committee consist of up to three members of the Board of Directors, including the Chairman, and that the Right of Way Committee have the authority to offer guidance and make initial recommendations regarding the acquisition of any and all right of way tracts associated with the 290 East Toll Project, as well as other future projects undertaken by the CTRMA; provided, however, that any recommendations made by the Right of Way Committee are not binding on the Board of Directors and that all agreements regarding the purchase of right of way be brought before the entire Board for consideration and approval; and

WHEREAS, the Chairman and Board of Directors desire that Nikelle Meade, Robert Bennett and Chairman Wilkerson serve as members of the Right of Way Committee, with Nikelle Meade serving as the Chair of the Right of Way Committee.

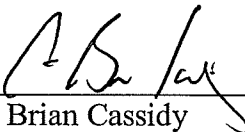
NOW THEREFORE, BE IT RESOLVED, that the Chairman and the Board of Directors hereby reconfirms the Right of Way Committee for the purposes stated herein and with all of the power and authority described herein; and

BE IT FURTHER RESOLVED, that Nikelle Meade, Robert Bennett and Chairman Wilkerson shall serve as members of the Right of Way Committee, with Nikelle Meade serving as the Chair of the Right of Way Committee; and

BE IT FURTHER RESOLVED, that the Right of Way Committee shall be a standing committee with the functions described herein and shall have a continuing existence, unless and until the Board of Directors otherwise determines by subsequent resolution.

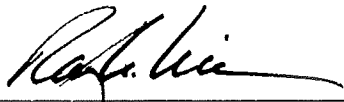
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-02
Date Passed 1/27/10

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

RESOLUTION NO. 10-03

**RTG Work Authorization No. 2 for Construction Phase Services
for the 183A Northern Extension**

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

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

WHEREAS, the first phase of the CTRMA’s 183A Project was opened for use on March 3, 2007, with usage significantly above projections; and

WHEREAS, the design and construction of the 183A main lanes north from FM 1431 was anticipated to begin sometime after 2012; however, due to the success of the first phase of the 183A Project, it was determined that such efforts should be undertaken immediately regarding the extension of the main lanes from north of FM 1431 to north of RM 2243 (the “183A Northern Extension”); and

WHEREAS, in Resolution No. 08-50, dated August 27, 2008, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors authorized the Executive Director and CTRMA staff to negotiate and enter into an agreement with Rodriguez Transportation Group for design and engineering services for the 183A Northern Extension (the “RTG Contract”), and the RTG Contract was finalized and executed; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Work Authorization No. 2 to the RTG Contract (“Work Authorization No. 2”) which sets forth a scope of services for construction phase services for the 183A Northern Extension; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 2 and its execution by the Executive Director; and

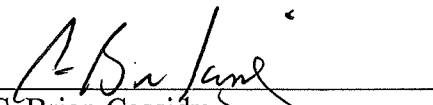
WHEREAS, HNTB, as the CTRMA’s General Engineering Consultant and the Project Manager for the 183A Northern Extension, has represented to the Board of Directors and CTRMA staff that the work reflected in Work Authorization No. 2 and the cost thereof is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves Work Authorization No. 2 to the RTG Contract in substantially the same form attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 2 be subject to the terms and conditions of the RTG Contract; and

BE IT FURTHER RESOLVED, that Work Authorization No. 2 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 2 may be amended from time to time by written amendment as deemed necessary by the Board of Directors.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-03
Date Passed 01/27/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-03
RTG WORK AUTHORIZATION NO. 2

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 02
CONTRACT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Rodriguez Transportation Group, Inc. (the Engineer) dated **November 21, 2008**.

The following are terms and conditions of Work Authorization No. 02:

PART I. The Engineer will perform engineering services generally described as Construction Phase Services for the 183A North Extension Project (approximate limits from RM 2243 south to FM 1431) in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ 456,492.00 and the method of payment is Cost Plus. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on May 31, 2012, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

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

IN WITNESS WHEREOF, this Work Authorization No. 2 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

Mark E. Rodriguez, P.E.
(Printed Name)

Mike Heiligenstein
(Printed Name)

President
(Title)

Executive Director
(Title)

(Date)

(Date)

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Scope of Services to be provided by the Authority |
| Exhibit B | Scope of Services to be provided by the Engineer |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

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

1. Authorize the Engineer in writing to proceed.
2. Provide mutually agreed upon schedule, between the Engineer and the CTRMA, for other tasks defined in construction phase services that are not related to shop drawings.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The Design Consultant Engineer, herein referred to as the "Engineer", shall be responsible for the work described in this Scope of Services.

The additional Scope of Work to be performed by the Engineer under this Supplemental Work Authorization is to provide Construction Phase Services.

The services shall be performed according to the attached schedule in Exhibit C and shall include the tasks and products more fully described in the following Task Outline.

1.19 Coordination, Meetings & Invoicing

The Engineer will participate and attend construction project workshops with specialty consultants, TxDOT, GEC and CTRMA to assist with addressing project issues, concerns, etc. as they relate to the construction project.

The Engineer shall follow invoice procedures as described in the 183A Extension Project Manual.

1.20 Construction Phase Services

The Engineer shall provide Construction Phases Services at the written request of the CTRMA project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

- Review and approval of shop drawings
- Review and approval of forming details
- Responding to request for information (RFIs)
- Providing minor redesign (major redesign should be handled with a contract supplement)
- Answering general questions
- Providing clarification
- Other project related tasks in support of the CTRMA during construction
- Conduct constructability review as requested

Review and Approval of Shop Drawings

Shop drawings requiring review may include, but shall not be limited to, the following items:

Item No.	Description	Comment
403	Temporary Special Shoring	
423	Retaining Walls	
425	Prestressed Concrete Beams	
450	Railing	Curved rails mostly
454	Sealed Expansion Joints	
462	Concrete Box Culverts	Alternate designs only
464	Reinforced Concrete Pipe	(Jack and Bore only)
465	Pre-Cast Junction Boxes and Inlets	
610	Roadway Illumination Support	(Non-std only)
636	Aluminum Signs	(Non-std only)
644	Small Roadside Sign Assemblies	(Non-std only)
647	Large Roadside Sign Supports & Assemblies	(Non-std only)
650	Cantilever Sign Bridge Supports	
650	Overhead Sign Bridge Supports	
686	Traffic Signal Pole Assemblies (Steel)	(Non-std only)
SS 1000	Shared Use Path Bridges	

The following procedures shall be used for the shop drawing reviews:

1. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions Taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom. The Contractor remains solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the correct information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the

information on the drawings, then the submittal shall be returned marked "Amend and Resubmit." The Drawings must then be resubmitted for a second review.

5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
 6. A cover letter will be returned with the reviewed drawings containing:
 - A description of the submittal
 - The status of the submittal
 - A listing of sheet numbers and titles reviewed
 - If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable
 - If the submittal was not accepted without exception, an explanation of the exceptions
- The process as identified in steps 1-6 above may be modified as directed by the CTRMA.

Review and Approval of Equipment Submittals

Equipment requiring review includes, but shall not be limited to, the following items:

Item No.	Description	Comment
610	Roadway Illumination Assemblies	(Non-std only)
680	Installation of Highway Traffic Signals	Signal Controller
682	Vehicle Signal Sections	
687	Small Roadside Sign Assemblies	
688	Large Roadside Sign Supports & Assemblies	
6835	Visual Imaging Vehicle Detection System	
SS 9997	LED Internally Lighted Street Name Signs	

The following procedures shall be used for the equipment submittal reviews:

1. Review the equipment submittal (cut-sheets) for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the submittal is found to be in conformity, the submittal shall be marked "No Exceptions Taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom.
3. If the submittal is found not to be in conformity, the submittal shall be marked

“Rejected See Remarks.” An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.

4. A cover letter will be returned with the reviewed drawings containing:
 - A description of the submittal
 - The status of the submittal
 - A listing of sheet numbers and titles reviewed
 - If the submittal was not accepted without exception, an explanation of the exceptions

The process as identified in steps 1-4 above may be modified as directed by the CTRMA.

Providing Minor Re-design

The Engineer shall be available to prepare Change Orders, Alternate Designs or Additional Design Details as directed by CTRMA throughout the duration of the construction. The Engineer will document each Change Order, Alternate Design or Design Details in sufficient detail to allow the processing of the design refinement. The Engineer shall submit original mylar drawings and six copies of all Change Orders or designs to the CTRMA. In relation to preparation of change order documents, the Engineer shall be available to:

- Prepare a Fair Construction Cost Estimate for the change
- Evaluate contractor's proposed quotation against the Fair Construction Cost Estimate
- Submit recommendations to the CTRMA for final approval, and
- Assist the CTRMA in negotiating change order following approval

Responding to Request for Information (RFIs) and Answering General Questions

The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the CTRMA

EXHIBIT C

WORK SCHEDULE

The Engineer shall complete the review of all shop drawings within 14 calendar days from the date of its receipt, unless permitted otherwise by the CTRMA.

On other tasks defined in construction phase services that are not related to shop drawings, schedule shall be mutually agreed upon by the Engineer and the CTRMA.

This work authorization expires on May 31, 2012.

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

RESOLUTION NO. 10-04

**PBS&J GEC Work Authorization No. 3 for
GEC Services Related to CTRMA Operations**

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

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

WHEREAS, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA's procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the "GEC Agreement") with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) ("PBS&J"); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, attached hereto and incorporated herein as Attachment "A" is Work Authorization No. 3 to the GEC Agreement ("Work Authorization No. 3") which sets forth a scope of services for the continuation of GEC support services related to CTRMA operations through June 30, 2010; and

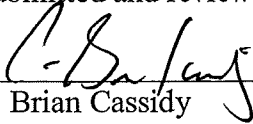
WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 3 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 3 in substantially the same form attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 3 be subject to the GEC Agreement between the CTRMA and PBS&J; and

BE IT FURTHER RESOLVED, that Work Authorization No. 3 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 3 may be amended from time to time by written amendment as deemed necessary by the Board of Directors.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-04
Date Passed 01/27/10

ATTACHMENT "A"
TO
RESOLUTION 10-04
PBS&J GEC Work Authorization No. 3

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 3

This Work Authorization is made as of this 27th day of January, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority (Authority)** and **Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (GEC)**. This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

General Engineering Consultant Operations [FY 2010]

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

Not applicable.

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

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

Section B. - Schedule

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

Services defined herein are expected to be substantially complete by June 30, 2010. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$137,056.00, based on Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of \$2,700.00 (with \$540.00 to be invoiced monthly based on an assumed five month Work Authorization duration). Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

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

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 3

PBS&J

ATTACHMENT A

SERVICES TO BE PROVIDED BY GEC

GENERAL

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2010.

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in financial planning support, facility / toll operations support, contract management support, technology support, general program support, and any additional activities as requested.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

1.0 FINANCIAL PLANNING SUPPORT

1.1 Operations, Maintenance, and Renewal & Replacement Estimate Updates

1.1.1 Develop and/or maintain operations estimates using either a Sketch Level approach (i.e., an assumed per transaction cost based on average operations costs of similar toll systems) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the toll operations and applying anticipated unit prices to same to develop an opening year cost which can be escalated over time).

1.1.2 Develop and/or maintain annual/routine maintenance estimates using either a Sketch Level approach (i.e., an estimated per centerline mile cost based on the facility type which considers the number of lanes, pavement material, and location) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the maintenance efforts and applying anticipated unit prices to same to develop an opening year cost which can be escalated over time).

1.1.3 Develop and/or maintain renewal & replacement budget estimates (also known as periodic/non-routine maintenance estimates) using either a Sketch Level approach (i.e., an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (i.e., includes the identification of a long-term, periodic maintenance schedule, estimation of quantities for the associated elements, and inflated prices of same to assess the overall cost requirements of the system in the target years).

1.2 Project Cost Estimate Updates

As directed by CTRMA, the GEC will provide total project cost estimate updates for the corridors. The GEC will prepare an estimate of probable construction costs which will include quantity/cost estimates for major components of work such as; roadway paving, roadway earthwork, roadway drainage, bridge structures, retaining walls, other structures, signing and marking, lighting, signalization and toll collection systems. The estimate of probable construction costs will be used to estimate total project costs that will also include preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance/mitigation, construction, utility relocation and construction engineering and inspection (CEI).

1.3 Toll Feasibility Analysis Updates

The GEC will assist CTRMA in updating toll feasibility analyses which includes the

incorporation of traffic and revenue forecast updates (by others); operations, maintenance, and renewal & replacement estimates; and total project cost estimates to determine the financial feasibility of the corridors.

1.4 Financial Advisor Support/Financial Plan Development

The GEC will provide financial advisor support necessary for the CTRMA to conduct financial programming of their system. This will include the development of cash flow analyses which contemplate implementation costs and schedules. The GEC will also assist in the identification of priorities to support the determination of alternate program deliver scenarios. The tasks will include:

- 1.4.1 Develop project costs based upon alternative project approaches. Assess third party related costs for utility adjustments/relocations.
- 1.4.2 Assess funding sources such as state funds, federal formula funds, federal discretionary funds, and tolls.
- 1.4.3 Assess financing techniques such as State Infrastructure Banks, the Transportation Infrastructure Finance and Innovation Act (TIFIA), Advanced Construction, Toll Revenue Bonds, State Cash Flow Bonds, other state bonds.
- 1.4.4 Develop and recommend revenue shortfall mitigation strategies to minimize impacts on scheduled project delivery and prepare a summary of significant cost increases or reductions that will affect the cost of the project.
- 1.4.5 Develop a Funding Contingency Plan should funding for the project as a whole not be provided and determine the impact of various design approaches on estimated project costs and project design life. The GEC will:
 - 1.4.5.1 Develop a list of "reasonable" design options for consideration such as lane reductions, interchange and ramp reductions, frontage road elimination and pavement structure modifications
 - 1.4.5.2 Meet with CTRMA to get concurrence regarding design options prior to additional analysis.
 - 1.4.5.3 Analyze and document the financial implications of the various design options considered and include such things as project cost, schedule impact, local economic impact, length of useful life, and impact on financing options.

2.0 FACILITY / TOLL OPERATIONS SUPPORT

- 2.1 Working at the direction of the Authority's Director of Operations, assist in the implementation, development, and management of operations activities of an Operations Plan for the Authority's System, including toll collection operations, toll system support, traffic control, traffic enforcement, and incident management. The basic tasks of the Facility / Toll Operations Support consists of the following:
 - 2.1.1 Assist the Authority in the procurement, administration and management of contract operations service activities and agreements/contracts, as requested; and
 - 2.1.2 Prepare updates to the Operations Plan for the Authority's System as development and implementation of additional projects occur.
- 2.2 Support the Authority in the identification and development of best business practices, Business Rules, Policies, Procedures and programmatic approaches, as requested.

3.0 CONTRACT MANAGEMENT SUPPORT

The GEC shall provide support for the acquisition by the Authority of (1) professional services as defined in Section 2254.001 of the Texas Government Code, or any successor statute thereto, relative to the acquisition of architecture, professional engineering, and land surveying; (2) real estate appraisal, negotiation and other right-of-way services; (3) planning services; (4) other contractual services in support of the development of future projects; and (5) procurement of goods and other services from vendors. Contract Management Support basic tasks include, but are not limited to, the following:

- 3.1 Preparation of Scope of Services/Contract Documents and special contract provisions, including initial draft, revisions and finalized versions;
- 3.2 Assistance with Request for Qualifications/Proposal(s)/Scope packages and solicitation of proposals/bids, including advertising;
- 3.3 Preparation of estimated staffing requirements and estimates of costs for proposed services;
- 3.4 Preparation of milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project;
- 3.5 Assistance in proposal/bid review, interviewing, evaluations, recommendation/selection, and negotiations, as requested;
- 3.6 Assistance to the Authority in fee negotiations with selected consultants/vendors, including evaluating fee proposals;
- 3.7 Preparation of contractual documents; obtaining TxDOT and FHWA approvals, as appropriate, including contract administration;
- 3.8 Preparation of purchase order documents and administration;
- 3.9 Preparation of Notice-to-Proceed materials;
- 3.10 Reviewing and determining the validity of consultant/vendor claims for extra work, extension of time for performance of services and other claims;
- 3.11 Preparation, issuance and processing of Requests for Qualifications/Proposal(s) for Supplemental Services/Supplemental Agreements/Change Orders to obtain the Authority's internal approvals;
- 3.12 Reviewing, evaluating and approving consultants'/vendors' request for payment;
- 3.13 Monitoring consultant/vendor performance of services to establish adequacy relative to contract intent; and
- 3.14 Preparation of consultant termination agreements or certificates of completion and obtaining release and waiver of liens and claims.

4.0 TECHNOLOGY SUPPORT

The GEC will assist the Authority, as specifically requested, with general technology support and assistance. Technology Support basic tasks include, but are not limited to, the following:

- 4.1 Support the development and implementation of the Authority's Electronic Document Management System (EDMS), as requested by the Authority.
- 4.2 Support the development and implementation of the Authority's Web-based Program Summary Reporting Tool (or "Dashboard").

5.0 GENERAL PROGRAM SUPPORT

The GEC shall provide General Program Support, as specifically requested by the Authority. Tasks included under this heading include, but are not limited to, the following:

- 5.1 Attendance at Authority Meetings
 - 5.1.1 GEC's Project Manager or designated alternate will attend all Board of Directors' Meetings, and a monthly status report of GEC activities will be provided. The Project Manager or designated alternate will be available to respond to questions that may be asked by the Board.
 - 5.1.2 Attendance at regularly scheduled and special staff meetings, as requested by the Authority.
 - 5.1.3 Attendance at regularly scheduled project status review meetings, including preparation of action items, budget status updates, and reporting documentation as may be requested by the Authority.
- 5.2 Represent the Authority at regional task teams meetings; Authority technical, staff, and legal counsel meetings; meetings with underwriters and rating agencies; agency coordination meetings; Technical Work Group meetings with TxDOT and/or other parties; and Capitol Area Metropolitan Planning Organization (CAMPO) meetings; and other meetings of governmental or quasi-governmental bodies, as specifically requested by the Authority.
- 5.3 Provide Authority personnel with design, drafting, and technology skills for assistance, as requested.
- 5.4 Review and comment, as requested, on Studies, Reports, Construction Documents, Permit Applications, and Environmental Documents for projects which may, as determined by Authority, affect the Authority's System.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

PBS&J WORK AUTHORIZATION #3

GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]

<u>TASK</u>	<u>SUBTOTAL</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
	Labor +		
	Overhead +	Direct	
	Profit	Expenses	
1.0 - Financial Planning Support	\$ 34,401	\$ 300	\$ 34,701
2.0 - Facility / Toll Operations Support	\$ 29,590	\$ 300	\$ 29,890
3.0 - Contract Management Support	\$ 25,380	\$ 400	\$ 25,780
4.0 - Technology Support	\$ 22,613	\$ 200	\$ 22,813
5.0 - General Program Support	\$ 22,373	\$ 1,500	\$ 23,872
TOTALS	\$ 134,357	\$ 2,700	\$ 137,056

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

**PBS&J WORK AUTHORIZATION #3
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.0 - Financial Planning Support							
TASK / WORK DESCRIPTION	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	TOTAL
1.1 Operations, Maintenance, and Renewal & Replacement Estimate Updates							0
1.1.1 Operations Estimates		8		16	16		40
1.1.2 Maintenance [annual / routine] Estimates		8		16	16		40
1.1.3 Renewal & Replacement Budget Estimates		8		16	16		40
1.2 Project Cost Estimate Updates		8		40	40		88
1.3 Toll Feasibility Analysis Updates			16				16
1.4 Financial Advisor Support / Financial Plan Development		16					0
1.4.1 Alternate Project Approach Cost Estimates							16
1.4.2 Assessment of Funding Sources	4						4
1.4.3 Assessment of Financing Techniques	4						4
1.4.4 Recommend Revenue Shortfall Mitigation Strategies	4						4
1.4.5 Develop Funding Contingency Plan	4	8					12

TOTAL DIRECT LABOR	16	56	16	88	88	0	264
% Total by Classification	6.06%	21.21%	6.06%	33.33%	33.33%	0.00%	0.00%
Labor Costs	\$ 1,120	\$ 3,360	\$ 800	\$ 3,520	\$ 2,640	\$ -	\$ 11,440
Overhead Costs	\$ 1,6849	\$ 1,887	\$ 1,348	\$ 5,931	\$ 4,448	\$ -	\$ 19,275
Profit	\$ 361	\$ 1,083	\$ 258	\$ 1,134	\$ 851	\$ -	\$ 3,686
Total Loaded Labor	\$ 3,368	\$ 10,104	\$ 2,406	\$ 10,585	\$ 7,939	\$ -	\$34,401

Direct Expenses	
Plotting and Reproduction	\$ 100
Mail and Deliveries	-
Misc Expenses	-
Travel and Field Expenses	\$ 200
Total Direct Expenses	\$ 300

Total \$ 34,701

Attachment B - Fee Estimate

CIRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

**PBS&J WORK AUTHORIZATION #3
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS						
	A	B	C	D	E	F							
2.0 - Facility / Toll Operations Support	70.00	\$	60.00	\$	50.00	\$	40.00	\$	30.00	\$	20.00	\$	TOTAL
2.1 Operations Plan Support	8		120										0
2.1.1 Procurement & Contract Management Support	8		16										128
2.1.2 Plan Update Support	8												24
2.2 Best Business Practices / Policies Support	8												8
													0

TOTAL DIRECT LABOR	24	136	0	0	0	0	160
% Total by Classification	15.00%	85.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Labor Costs	\$ 1,680	\$ 8,160	\$ -	\$ -	\$ -	\$ -	\$ 9,840
Overhead Costs	1.6849 \$ 2,831	13,749 \$	- \$	- \$	- \$	- \$	16,579 \$
Profit	12.0% \$ 541	2,629 \$	- \$	- \$	- \$	- \$	3,170 \$
Total Loaded Labor	\$ 5,052	\$ 24,538	\$ -	\$ -	\$ -	\$ -	\$29,590

Direct Expenses	
Plotting and Reproduction	\$ 100
Mail and Deliveries	\$ -
Misc Expenses	\$ -
Travel and Field Expenses	\$ 200
Total Direct Expenses	\$ 300

Total \$ 29,890

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

**PBS&J WORK AUTHORIZATION #3
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	
3.0 - Contract Management Support							
3.1 Preparation of Scope of Services / Contract Documents			16				16
3.2 Assistance with Requests for Qualifications / Proposals			16				16
3.3 Preparation of Staffing Requirements and Estimates			16				16
3.4 Preparation of Milestone Schedules			4				4
3.5 Assistance with Proposal / Bid Reviews		16					16
3.6 Assistance with Fee Negotiations		16					16
3.7 Preparation of Contract Documents / Contract Administration		4	16				20
3.8 Preparation of Purchase Order Documents		4	4				4
3.9 Preparation of Notice to Proceed Materials		4	4				4
3.10 Review Claims for Extra Work / Time Extensions		4	4				4
3.11 Preparation of Scope / Contract Documents for Supplemental Services		4	8				12
3.12 Review Consultants' / Vendors' Requests for Payment			16				16
3.13 Monitoring Consultant / Vendor Performance			8				8
3.14 Preparation of Contract Closeout Documentation			8				8
TOTAL DIRECT LABOR	0	44	116	0	0	0	160
	<i>0.00%</i>	<i>27.50%</i>	<i>72.50%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>
Labor Costs	\$ -	\$ 2,640	\$ 5,800	\$ -	\$ -	\$ -	\$ 8,440
Overhead Costs	\$ -	\$ 4,448	\$ 9,772	\$ -	\$ -	\$ -	\$ 14,221
Profit	\$ -	\$ 851	\$ 1,869	\$ -	\$ -	\$ -	\$ 2,719
Total Loaded Labor	\$ -	\$ 7,939	\$ 17,441	\$ -	\$ -	\$ -	\$ 25,380
Direct Expenses							
Plotting and Reproduction	\$ 200						
Mail and Deliveries	\$ -						
Misc Expenses	\$ -						
Travel and Field Expenses	\$ 200						
Total Direct Expenses	\$ 400						
Total \$	25,780						

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

**PBS&J WORK AUTHORIZATION #3
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]**

4.0 - Technology Support

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
4.1 Electronic Document Management System (EDMS) Support	16	40	80	40	80	80	96
4.2 Web-based Program Support Reporting Toll / "Dashboard" Support							80

TOTAL DIRECT LABOR	16	40	0	40	80	0	176
	% Total by Classification						
Labor Costs	\$ 1,120	\$ 2,400	\$ -	\$ 1,600	\$ 2,400	\$ -	\$ 7,520
Overhead Costs	\$ 1,887	\$ 4,044	\$ -	\$ 2,696	\$ 4,044	\$ -	\$ 12,670
Profit	\$ 361	\$ 773	\$ -	\$ 516	\$ 773	\$ -	\$ 2,423
Total Loaded Labor	\$ 3,368	\$ 7,217	\$ -	\$ 4,811	\$ 7,217	\$ -	\$22,613

Direct Expenses	
Plotting and Reproduction	\$ 100
Mail and Deliveries	\$ -
Misc Expenses	\$ -
Travel and Field Expenses	\$ 100
Total Direct Expenses	\$ 200

Total \$ 22,813

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Engineering Consultant Operations [FY 2010]

**PBS&J WORK AUTHORIZATION #3
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2010]**

5.0 - General Program Support

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	
5.1 Attendance at Authority Meetings	24						24
5.2 Represent the Authority at Meetings, as requested	16	24			40		40
5.3 Provide Drafting / Technology Resources, as requested							40
5.4 Review of Studies and Reports	8	24					32

TOTAL DIRECT LABOR	48	48	0	0	40	0	136
% Total by Classification	35.29%	35.29%	0.00%	0.00%	29.41%	0.00%	0.00%
Labor Costs	\$ 3,360	\$ 2,880	\$ -	\$ -	\$ 1,200	\$ -	\$ 7,440
Overhead Costs	\$ 1,684	\$ 4,853	\$ -	\$ -	\$ 2,022	\$ -	\$ 12,536
Profit	\$ 1,083	\$ 928	\$ -	\$ -	\$ 387	\$ -	\$ 2,397
Total Loaded Labor	\$ 10,104	\$ 8,660	\$ -	\$ -	\$ 3,609	\$ -	\$22,373

Direct Expenses	
Plotting and Reproduction	\$ 100
Mail and Deliveries	\$ -
Misc Expenses	\$ 1,200
Travel and Field Expenses	\$ 200
Total Direct Expenses	\$ 1,500

Total \$ 23,872

Assumes five months of DSL service [\$239.95/mo.] for GEC staff on-site at CTRMA offices.

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

RESOLUTION NO. 10-05

**PBS&J GEC Work Authorization No. 4 for
GEC Support Services Related to Development of Future Projects**

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

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

WHEREAS, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA's procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the "GEC Agreement") with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) ("PBS&J"); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, attached hereto and incorporated herein as Attachment "A" is Work Authorization No. 4 to the GEC Agreement ("Work Authorization No. 4") which sets forth a scope of services for the continuation of GEC support services related to the development of future CTRMA projects through June 30, 2010; and

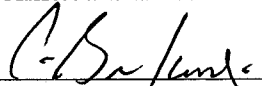
WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 4 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 4 in substantially the same form attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 4 be subject to the GEC Agreement between the CTRMA and PBS&J; and

BE IT FURTHER RESOLVED, that Work Authorization No. 4 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 4 may be amended from time to time by written amendment as deemed necessary by the Board of Directors.

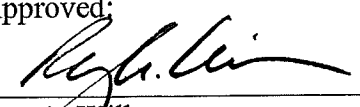
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-05
Date Passed 01/27/10

ATTACHMENT "A"
TO
RESOLUTION 10-05
PBS&J GEC Work Authorization No. 4

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 4

This Work Authorization is made as of this 27th day of January, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority (Authority) and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (GEC)**. This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Activities associated with the Development of Future Projects [FY 2010]

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

Not applicable.

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

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

Section B. - Schedule

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

Services defined herein are expected to be substantially complete by June 30, 2010. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$99,714.00, based on Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of \$600.00 (with \$120.00 to be invoiced monthly based on an assumed five month Work Authorization duration). Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

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

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 4

PBS&J

ATTACHMENT A

SERVICES TO BE PROVIDED BY GEC

GENERAL

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2010.

The scope of services to be performed by the GEC will include, but not be limited to, those professional services and deliverables related to General Project Activities required to assist the Central Texas Regional Mobility Authority (the Authority) in the study and initial development of Future Projects.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

1.0 GENERAL PROJECT DEVELOPMENT SUPPORT

The GEC will be a resource with respect to the project development of the Agency's Programs, as requested by the Authority. The GEC support services include the following areas:

- 1.1 Oversight and/or preparation of project feasibility investigation, analysis, and evaluation;
- 1.2 Oversight and/or preparation of environmental documents in compliance with NEPA requirements, such as Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements;
- 1.3 Oversight and/or preparation of Preliminary and Final Engineering Design documents and Technical Support;
- 1.4 Oversight and/or preparation of Toll Systems design, procurement and implementation;
- 1.5 Coordination with utilities;
- 1.6 Coordination of right-of-way activities;
- 1.7 Oversight and/or preparation of project Cost Estimates and Schedules;
- 1.8 Coordination with agencies such as the CAMPO, U.S. Corps of Engineers, US Fish and Wildlife Service, Texas Parks & Wildlife Department, Texas Historical Commission, Texas Commission on Environmental Quality, Texas Department of Transportation, Federal Highway Administration, counties and cities;
- 1.9 Prepare Concept Reports identifying proposed improvements or deficient conditions, and proposing appropriate improvements, repairs or rehabilitation as requested by the Authority. The GEC will meet with the Director of Engineering or the Director of Operations and/or a representative to review the findings and opinions of the GEC as set forth in the Concept Report. The Final Report will be presented to the Authority's Executive Director for approval. The reports shall be presented in the following general manner:
 - 1.9.1 Description of general problems and existing conditions;
 - 1.9.2 Outline of the investigations and studies;
 - 1.9.3 Opinions required to solve the problem including alternatives considered;
 - 1.9.4 Analysis of economic and/or other factors of the alternatives considered;

- 1.9.5 Description of the proposed facilities, including basic data and a general layout drawing showing the relationship of the proposed improvements to the existing facilities;
- 1.9.6 Opinions regarding operating and maintenance procedures;
- 1.9.7 Establish additional criteria and standards, if necessary, for design;
- 1.9.8 Estimates of capital, operating, and maintenance costs of the proposed facilities;
- 1.9.9 Schedule for the recommended improvements with staged construction or installation.
- 1.10 Oversight and/or preparation of project funding applications and administration;
- 1.11 Public Information and Communications support, as requested by the Authority;
- 1.12 Oversight and/or performance of construction activities;
- 1.13 Attendance at meetings, as requested by the Authority;
- 1.14 Perform various assignments of less than one week duration as requested by the Authority;
- 1.15 Perform traffic count surveys to quantify travel patterns or changes in traffic patterns as may be warranted by changing development patterns, or as requested by the Authority;
- 1.16 Preparation of reports; and
- 1.17 Conduct field visits and evaluations.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
General Project Activities Related to the Development of Future Projects [FY 2010]

PBS&J WORK AUTHORIZATION #4

ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2010]

<u>TASK</u>	<u>SUBTOTAL</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
	Labor +		
	Overhead +	Direct	
	Profit	Expenses	
1.0 - General Project Development Support	\$ 99,114	\$ 600	\$ 99,714
TOTALS	\$ 99,114	\$ 600	\$ 99,714

Attachment B - Fee Estimate

CIRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 General Project Activities Related to the Development of Future Projects [FY 2010]

**PBS&J WORK AUTHORIZATION #4
 ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2010]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS						
	A	B	C	D	E	F							
1.0 - General Project Development Support	70.00	\$	60.00	\$	50.00	\$	40.00	\$	30.00	\$	20.00	\$	
1.1 Project Feasibility Investigation, Analysis & Evaluation	8		16		16		40						80
1.2 NEPA Document Preparations	8		8		16		40						72
1.3 Engineering Design / Technical Support			8		40								48
1.4 Toll Systems Design / Procurement / Implementation Support					16								16
1.5 Utility Coordination					16								16
1.6 Right-of-Way Coordination					16								16
1.7 Cost Estimating & Schedule Development			8		24								32
1.8 Agency Coordination	8		8										16
1.9 Concept Report Development	8		16		40		40						104
1.10 Funding Application Preparation & Administration	8		16		40		40						64
1.11 Public Information / Communications Support	8							32					40
1.12 Attendance at Meetings, as directed	8		8										16
1.13 Miscellaneous Assignments	8		16		16								40
1.14 Traffic Count Surveys, as directed								16					16
1.15 Report Preparations	8		16		40								64
1.16 Field Visits / Evaluations			8		8								16

TOTAL DIRECT LABOR	72	128	248	160	48	0	656
	10.98%	19.51%	37.80%	24.39%	7.32%	0.00%	
Labor Costs	\$ 5,040	\$ 7,680	\$ 12,400	\$ 6,400	\$ 1,440	\$ -	\$ 32,960
Overhead Costs	\$ 1,6849	\$ 8,492	\$ 12,940	\$ 20,893	\$ 10,783	\$ 2,426	\$ 55,534
Profit	12.0%	\$ 1,624	\$ 2,474	\$ 3,995	\$ 2,062	\$ 464	\$ 10,619
Total Loaded Labor	\$ 15,156	\$ 23,094	\$ 37,288	\$ 19,245	\$ 4,330	\$ -	\$99,114

Direct Expenses	
Plotting and Reproduction	\$ 200
Mail and Deliveries	\$ 200
Misc Expenses	-
Travel and Field Expenses	\$ 200
Total Direct Expenses	\$ 600

Total \$ 99,714

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

RESOLUTION NO. 10-06

**Interlocal Agreement With
Cameron County Regional Mobility Authority**

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

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

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in the RMA Rules; and

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

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

WHEREAS, the CCRMA previously issued a Request for Information ("RFI") seeking expressions of interest and proposals from other Texas toll authorities interested in providing the CCRMA with toll collection processing services and services related to the acquisition of toll collection equipment; and

WHEREAS, the CTRMA responded to the RFI and proposed providing the requested services using its own expertise and that of its consultants, including Caseta Technologies; and

WHEREAS, attached hereto and incorporated herein as Attachment "A" is an interlocal agreement with the CCRMA setting forth various terms regarding the CTRMA's provision of needed toll collection processing and toll systems implementation equipment and services to the CCRMA; and


WHEREAS, CTRMA staff recommends that the CTRMA enter into an interlocal agreement with the CCRMA in substantially the same form attached hereto as "Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors hereby approves entry into an interlocal agreement with the CCRMA in substantially the same form attached hereto as "Attachment "A""; and

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

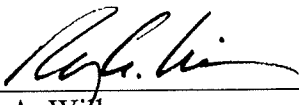
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Winkerson
Chairman, Board of Directors
Resolution Number 10-06
Date Passed 01/27/10

ATTACHMENT "A"
To
Resolution No. 10-06
Interlocal Agreement with CCRMA

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 2010, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

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

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

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

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

WHEREAS, the CCRMA is in need of toll collection processing and toll systems implementation equipment and services related to the SH 550 Toll Project and future CCRMA toll projects; and

WHEREAS, CCRMA is a party to a Financial Assistance Agreement with the Texas Department of Transportation ("TxDOT") which will provide to CCRMA \$36,494,200 in funding through the American Recovery and Reinvestment Act of 2009 ("ARRA") for certain costs of the SH 550 Toll Project, including the cost of toll collection systems equipment and installation; and

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

WHEREAS, the CTRMA previously entered into a Toll Systems Implementation and Maintenance Agreement with Caseta Technologies ("Caseta") for the provision of toll systems implementation, equipment, and maintenance services (the "Caseta Contract"), and the CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll collection processing and toll systems implementation services in connection with toll projects; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of Caseta by and through the Caseta Contract; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll collection processing and toll systems implementation equipment and services to the CCRMA.

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

I. FINDINGS

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

II. ACTIONS

1. **Provision of Services.** Subject to the terms of this Agreement, the CCRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the Caseta Contract, in connection with the acquisition of toll collection equipment and the provision of toll collection processing and toll systems implementation services on CCRMA toll projects. The general Scope of Work to be provided by the CTRMA is set forth in Attachment "B", and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "C".

2. **Toll System Implementation Cost and Payment.** The CTRMA shall design, acquire, install, test and maintain the toll collection system and complete the tasks described in Attachments "B" and "C". Further detail concerning the technical specifications for lane configurations and gantry design are attached as Attachments "D" and "E", respectively. The cost to CCRMA for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on SH 550 and other CCRMA facilities, shall not, without the prior written consent of CCRMA, exceed the costs provided in Attachment "F". The CCRMA shall pre-approve all purchases of toll system equipment, hardware and software. Upon receipt of ordered equipment, hardware and software, CTRMA shall invoice the CCRMA with no more than 10% markup for processing and handling. Title to all equipment, hardware and software purchased by CCRMA through CTRMA and/or its consultants shall vest in CCRMA, and CCRMA shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel

(Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup.

3. Schedule for Toll Systems Implementation. The parties acknowledge and agree that completing the work required under this Agreement and commencing toll revenue collection in a timely manner is of critical importance to CCRMA. A schedule for the implementation process is attached hereto as Attachment "G". CTRMA agrees to require, through any subcontracts, work authorizations, or other directives to its contractors and subcontractors, including without limitation Caseta, that work be completed in a timely manner or that penalties be assessed, in an amount not less than \$ _____ per day for each delay beyond the scheduled completion date that the system does not operate in a fully functional manner. Such penalties shall be paid to CCRMA to compensate for lost toll revenues attributable to the delayed completion.

4. Performance Measures. The toll system being installed and operated pursuant to this Agreement is identical in form and function to the system in place on CTRMA facilities, and is functioning as an expansion of the system installed, operating and being maintained under the Caseta Contract. As such, CTRMA shall assure, through its agreements with Caseta and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) for the system operating on SH 550 and other CCRMA facilities as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance shall be collected by CTRMA and promptly remitted to CCRMA. CCRMA shall have the right to independently audit system performance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Caseta Contract.

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

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

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

III. GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until _____, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing, either party may terminate this Agreement in the event of a

material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection equipment, system, and services to be provided and operated in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice.

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

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

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

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

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

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

DRAFT
01/13/2010

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

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: _____
Pete Sepulveda, Jr.,
RMA Coordinator



November 25, 2009

**CCRMA Request for Information Regarding Toll System Implementation
and Support for SH-550 via Inter-Local Agreement**

The Cameron County Regional Mobility Authority (CCRMA) plans to open its SH 550 Toll Project in March of 2010. Tolling operations will commence at that time, although a promotional period will likely defer the actual collection of tolls until at least June 1, 2010. In order to have collection capabilities in place in a timely manner the CCRMA requires the assistance of an established toll system operator. The following summary represents the request that the CCRMA has made to the following Agencies to provide information and estimates for toll systems, services and support to CCRMA initial Open Road Tolling project at the SH 550 overpass of FM 1847 and UPRR.

Three Agencies have been identified based on their response to a letter of inquiry that was sent from CCRMA to identified toll authorities that implement and operate high-speed Open Road Tolling (ORT) Systems and currently, as parties to an inter-local agreement, submit transactions to the Texas InterOp Hub. These are features that are necessary for tolled operations of the SH550 facility. In the initial letter, Agencies were asked to confirm their willingness to assist CCRMA with this initial toll project. The Agencies that replied affirmatively are:

Central Texas Regional Mobility Authority
Point of Contact: Ron Fagan, Director of Operations

North Texas Tollway Authority
Point of Contact: Clayton Howe, Assistant Executive Director of Operations

Texas Turnpike Authority
Point of Contact: Doug Woodall, Interim Director of Toll Operations

These three Agencies were subsequently visited for an initial meeting that included a tour of their facilities, a briefing of the SH550 Project, a discussion of their toll related capabilities and policies and discussions about a potential inter-local agreement (ILA).

The purpose of this RFI is to gather additional information which, when considered with information learned during site visits, will allow the CCRMA staff to make a recommendation to its board of directors as to the agency which presents the best opportunity for partnering through an inter-local agreement. The recommendation will consider all factors, including estimated cost of services, compatibility of approach to tolling, flexibility of systems and business rules to accommodate unique aspects of CCRMA's operation, ability to implement in a timely manner, and commitment of resources necessary to accomplish CCRMA's objectives. It is anticipated that the agreement will be for a minimum period of two years. The CCRMA sincerely appreciates the willingness of its fellow Agencies to assist the CCRMA and will do everything possible to simplify the partnering process.

As part of each Agencies response to this RFI, CCRMA respectfully requests that the Agency provide estimated costs, using the instructions and worksheet provided, for the following:

1. Installation and Testing of the Following Systems:

- a. In-Lane Systems
 - b. Back-Office Systems
 - c. Front-Office Systems
 - d. Network Equipment
 - e. Surveillance Systems
2. Project Support:
- a. General Project Support
 - b. Business Rule Development
 - c. System Integration
 - d. Training
 - e. Court Process Development
 - f. Documentation
 - g. Marketing Support
 - h. Public Relations Support
3. Maintenance and Warranty:
- a. Remote Maintenance
 - b. Preventative Maintenance
 - c. Warranty (Year 1)
 - d. Spare Parts
4. Post "Start of Tolling" Toll Services:
- a. AVI Transaction Processing
 - b. Image-Based Transaction Processing
 - c. Video Bill Processing
 - d. Retail Transponder Distribution Support
 - e. Collections Management
 - f. Court Process Support

Target Schedule

The following schedule is provided as guidance to those participating in this exercise. The CCRMA appreciates that Agency staffs are busy and CCRMA will do everything possible to accommodate the particular needs of each Agency.

Event	Target Date
Draft Request for Information (RFI) Sent	Wednesday, Nov. 18
Comments to Draft RFI Due	Friday, Nov 20
Final RFI Sent	November 25
RFI Responses Target Date	December 1
CCRMA Recommendation to the Board	December 10 Board Meeting
CCRMA Notification of Decision to Agencies	December 11
Complete ILA and implement design and construction	December 2009– March 2010
Open tolled overpass to traffic (start promotional period)	March 2010
End promotion, begin collecting tolls	June 2010

The estimates should consider the short time frame for implementation and the necessity of beginning toll operations in March 2010 and actual toll collection on June 1, 2010. If there is a concern that implementation by this date is not possible, please indicate the earliest date for completion of the work.

Point of Contact

Questions related to this RFI should be directed to:

Dan Baker
HNTB Corporation
dlbaker@hntb.com
303-210-0354

Supporting Documents

Attachment A – Cost Estimate Instructions

Attachment B - Cost Estimate Worksheet (provided as part of the RFI and as a separate file for data entry)

Attachment C - Preliminary Plan Sheets (Provided as a separate file for printing purposes)

ATTACHMENT A
Cost Estimate Instructions

This attachment provides instructions for completing the Toll System Cost Estimates Worksheet. The estimate should be based on the authority's:

- Existing Open-Road Tolling (ORT), Back-Office and Front-Office system designs and should assume that CCRMA will adopt the authority's general business rules and policies. Based on our initial meetings with the authorities, it is assumed that many of the common business rules are configurable and that the selected authority will be willing to work with the CCRMA, where feasible, to customize configurable settings.
- Existing system integrator contract(s)
- Approved internal staffing and budget approvals

The estimates should also consider the short time frame available to begin toll operations in March 2010 and actual toll collection on June 1, 2010. If there is a concern that these dates are not achievable, please indicate your earliest estimated dates for same.

The cost estimates should assume that CCRMA will pay for and take ownership of all equipment installed at these CCRMA locations. The potential loan or lease of equipment can be discussed at a later time. Please note that this RFI is only for tolling at the location identified in the plan sheets.

A spreadsheet is provided to facilitate the estimation of costs. The following instructions provide general guidance for each section of the estimate. Information should only be entered in the un-shaded cells. When necessary, please use the comment column to document assumptions and/or clarify the cost estimating method used. If the system, service or support item cannot be provided, simply note that in the comment field and leave the related cells blank.

1. Toll System Description of Services and Instructions for Estimates

This section should reflect all anticipated costs for hardware, software, licensing, installation and testing of the following toll system components.

- A. **In-Lane System Costs** – This section should include ORT toll systems for mainlane tolling that support two travel lanes in each direction and shoulders as depicted on the attached plan sheets. This section should include the estimated cost of all In-Lane and roadside equipment and a UPS capable of sustaining the systems for 60 minutes without other power. An adequately sized portable generator should also be included in the cost estimate. This section should include equipment, installation and testing of the system. If the provided system is in production on an existing facility, a limited amount of formal testing will be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.
- B. **Back-Office Systems** – This section should include the estimated cost of all on-site (in Cameron County) back-office systems required to:
 - Aggregate transactions from the lanes
 - Store and forward transactions to the remote back-office

- Provide for transactional and financial audit and reconciliation
- Provide system support for the maintenance activities described below
- Provide a secure enclosure for the back-office systems

If the provided systems are in production, a limited amount of formal testing shall be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.

C. **Front-Office Systems** - This section should include the estimated cost of all on-site (in Cameron County) front-office systems required to:

- Provide and install three customer service representative (CSR) systems at a walk-up customer service location in Cameron County. The estimate should include all necessary peripherals (printers, readers, etc) required to fully service walk-up customers; including, the issuing of transponders, full account creation, payment processing and customer support activities. CCRMA will provide the building, desks, office space, etc. It is assumed that these systems will remotely access the CSC/VPC system.
- Provide and install two transponder vending or kiosk systems that will likely not have full remote access but rather distribute transponders and rely on the customer to create an account either on-line or over the phone. CCRMA will follow-up individually with each authority regarding their current capabilities in this area.

If the provided systems are currently in production, a limited amount of formal testing will be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.

D. **Network Equipment** – This section should include all estimated costs for network equipment and testing required to provide for following:

- Connectivity of all In-Lane and Roadside equipment.
- Connectivity from the In-Lane Systems to the Back-office.
- Connectivity between the Back-Office and the authority's remote Back-Office Systems.
- Connectivity between the Front-Office Systems and the authority's remote Customer Service Center Systems.
- Connectivity between the Surveillance system and the Video Host System.

This section should include only the network equipment and assume that the required fiber, wireless and/or long-haul circuits will be provided and paid for by the CCRMA.

E. **Tolling Point Surveillance System** – This section should include all estimated costs for surveillance systems to monitor the tolling point as well as some reasonable distance both upstream and downstream of the tolling point. It is assumed that the system will be connected into the Agency's existing surveillance systems and have similar capabilities. Assume that the CCRMA will provide an adequate long-haul communication path between the systems. Ideally, the CCRMA should also have the capability to access the camera feeds via a standard browser (assuming the CCRMA has provided connectivity between their PC's

and the required devices). It should be assumed that the camera feeds will be monitored, recorded and stored per the current monitoring and data retention rules.

2. Project Support Description of Services

This section should include all estimated Agency costs for Project Support Activities. "Units" should be of the type that is preferred by the Agency (e.g., LS – Lump Sum, Hrs – Hours, Units – Generic Work Units)

- A. **General Project Support** – This section should include all estimated Agency costs for project management, meetings with CCRMA, internal coordination with operations and maintenance teams, etc.
- B. **Business Rules Development** – This section should include all estimated Agency costs for assisting the CCRMA in understanding the current Business Rules and defining all configurable parameters.
- C. **System Integration** – This section shall include all estimated costs for development required to integrate CCRMA into the existing operational systems. Integration should include changes to existing systems, Automatic Call Distribution (ACD), and Interactive Voice Response (IVR), website to provide a CCRMA branded instance, etc.
- D. **Training** – This section should include all estimated Agency costs for training of CCRMA personnel, including:
 - Lane Maintenance training of local Cameron County maintenance personnel to the extent required to meet the approach described in the Maintenance section below.
 - Customer Service Representatives training to the extent required for them to fully service walk-up customers, issue transponders and collect money for account replenishment, video bills, fees and fines.
 - County finance personnel training to the extent required to perform transactional and financial audit and reconciliation with the Agency and reconciliation of toll transaction payments from the Agency to the CCRMA.
 - General system report training for CCRMA personnel responsible for the day-to-day operations of the facility.
- E. **Court Process Development** – This section shall include all estimated Agency costs for assisting CCRMA with the development of the Court Process in Cameron County. The Agency should use their best estimation of costs associated with this effort based on their past experience.
- F. **Documentation** – This section should include all estimated costs for providing documentation of the system. It is assumed that the system provided to the CCRMA is in production and documented. The Agency should assume that the existing system documentation can be reused, with slightly modified if required, to support the CCRMA system. As-built drawings, specific to the SH-550 installation, should be provided.
- G. **Marketing Support** – This section should include all Agency estimated costs for Marketing Support including; assistance with a marketing plan, web site branding, Cameron County

event planning, and initial transponder distribution. Please list these and/or other marketing support activities in the cells provided (insert additional cells as required). The Agency should use their best estimation of costs associated with this effort based on their past experience.

- H. **Public Relations Support** - This section should include all Agency estimated costs for Public Relations including; assistance with a communications plan and development of surveys. Please list these and/or other marketing support activities in the cells provided (insert additional cells as required).

3. Maintenance and Warranty Approach

The CCRMA will provide local maintenance personnel to perform related on-site tasks and assist as required with the maintenance of the toll system. It is assumed that the Agency will monitor and respond to alarms and tickets in a manner consistent with the support of their existing systems. After meeting with the authorities, it is assumed that most alarms and automatically generated trouble tickets will be investigated and resolved remotely. However, local personnel will be available, at the direction of the Agency, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Agency to access spare parts, perform sub-component replacements, properly handle the return of defective equipment, properly administer inventory as required, etc. It is assumed that any required on-site maintenance support, beyond scheduled preventative maintenance and tuning, will be paid for by CCRMA on a time and material basis.

- A. **Maintenance Remote Support** – This section should include the estimated annual cost of remotely monitoring the toll system and responding to and resolving alarms and trouble tickets. This section should also include the cost of monitoring the surveillance cameras in a manner consistent with the Agency's current operations and if required, calling designated Cameron County contacts.
- B. **Preventative Maintenance** – This section should include estimated labor and expenses for annual preventative maintenance and system tuning as required.
- C. **Warranty** – This section should include the estimated cost for the first year of warranty on the system (if required).
- D. **Spare Parts** – This section should include the estimated cost of an initial set of spare parts.

4. Post "Start of Tolling" Services

This section should include the estimated costs for providing customer service and related operational support. It is assumed that the estimate provides the cost of all labor, materials and expenses required to service CCRMA customers, both paying and non-paying. If any of these costs are based on reaching certain volumes, that should be noted in the comment section and CCRMA can follow-up.

When completing this section, designate only the unit type and per unit cost. CCRMA will estimate quantities and discuss these with the authorities. Where additional rows are provided, feel free to add the individual cost items involved in the task (add additional rows if required).

- A. **AVI Transaction Processing** – This section should include the estimated fee charged to CCRMA for processing of AVI transactions.

- B. **Image-Based Transaction Processing** – This section should include the estimated fee charged to CCRMA for processing of image-based transactions.
- C. **Video Bill Processing**– This section should include the estimated fees and costs charged to CCRMA for processing and sending video bills.
- D. **Retail Transponder Distribution Support** – This section should include all estimated costs for supporting retail transponder distribution in Cameron County.
- E. **Collections Management** - This section should include all estimated costs for providing and managing the collections process.
- F. **Court Process** - This section should include all estimated costs for managing the court process.

5. Additional Costs

This section should include any costs that are not identified or do not fit into the above listed categories. The CCRMA will follow up directly to discuss any costs listed in this section.

ATTACHMENT B
Cost Estimate Worksheet

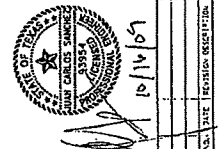
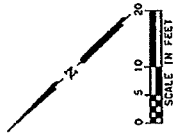
TOLL SYSTEM		Unit	Per Unit Cost (\$)	Total (\$)	Comments
A	In-Lane Systems In-Lane Systems as described in the Toll System Description of Services		\$ -	-	
B	Back-Office Systems Back-Office Systems as described in the Toll System Description of Services		\$ -	-	
C	Front-Office Systems Front-Office Systems as described in the Toll System Description of Services		\$ -	-	
D	Network Equipment Network Equipment as described in the Toll System Description of Services		\$ -	-	
E	Surveillance Systems Surveillance Systems as described in the Toll System Description of Services		\$ -	-	
Subtotal					

PROJECT SUPPORT		Unit	Per Unit Cost (\$)	Total (\$)	Comments
A	General Project Support General Project Support as described in the Project Support Description of Services		\$ -	-	
B	Business Rules Development Business Rules Development as described in the Project Support Description of Services		\$ -	-	
C	System Integration System Integration as described in the Project Support Description of Services		\$ -	-	
D	Training Training as described in the Project Support Description of Services		\$ -	-	
E	Court Process Development Court Process Development as described in the Project Support Description of Services		\$ -	-	
F	Documentation Documentation as described in the Project Support Description of Services		\$ -	-	
G	Marketing Support Marketing Support as described in the Project Support Description of Services		\$ -	-	
H	Public Relations Support Public Relations Support as described in the Project Support Description of Services		\$ -	-	
Subtotal					

MAINTENANCE AND WARRANTY		Unit	Per Unit Cost (\$)	Total (\$)	Comments
A	Remote Maintenance Remote Maintenance as described in the Maintenance and Warranty Description of Services		\$ -	-	
B	Preventive Maintenance Preventive Maintenance as described in the Maintenance and Warranty Description of Services		\$ -	-	
C	Warranty (Year 1) Warranty as described in the Maintenance and Warranty Description of Services		\$ -	-	
D	Spare Parts Spare Parts as described in the Maintenance and Warranty Description of Services		\$ -	-	
Subtotal					

POST-START-UP TOLLING SERVICES		Unit	Per Unit Cost (\$)	Total (\$)	Comments
A	AVI Transaction Processing Per AVI transaction processing fee		\$ -	-	
B	Image-Based Transaction Processing Per image-based transaction processing fee		\$ -	-	
C	Video Bill Processing Pass through costs (list all applicable pass-through items)		\$ -	-	
			\$ -	-	
			\$ -	-	
			\$ -	-	
			\$ -	-	
			\$ -	-	
			\$ -	-	
			\$ -	-	
Subtotal					

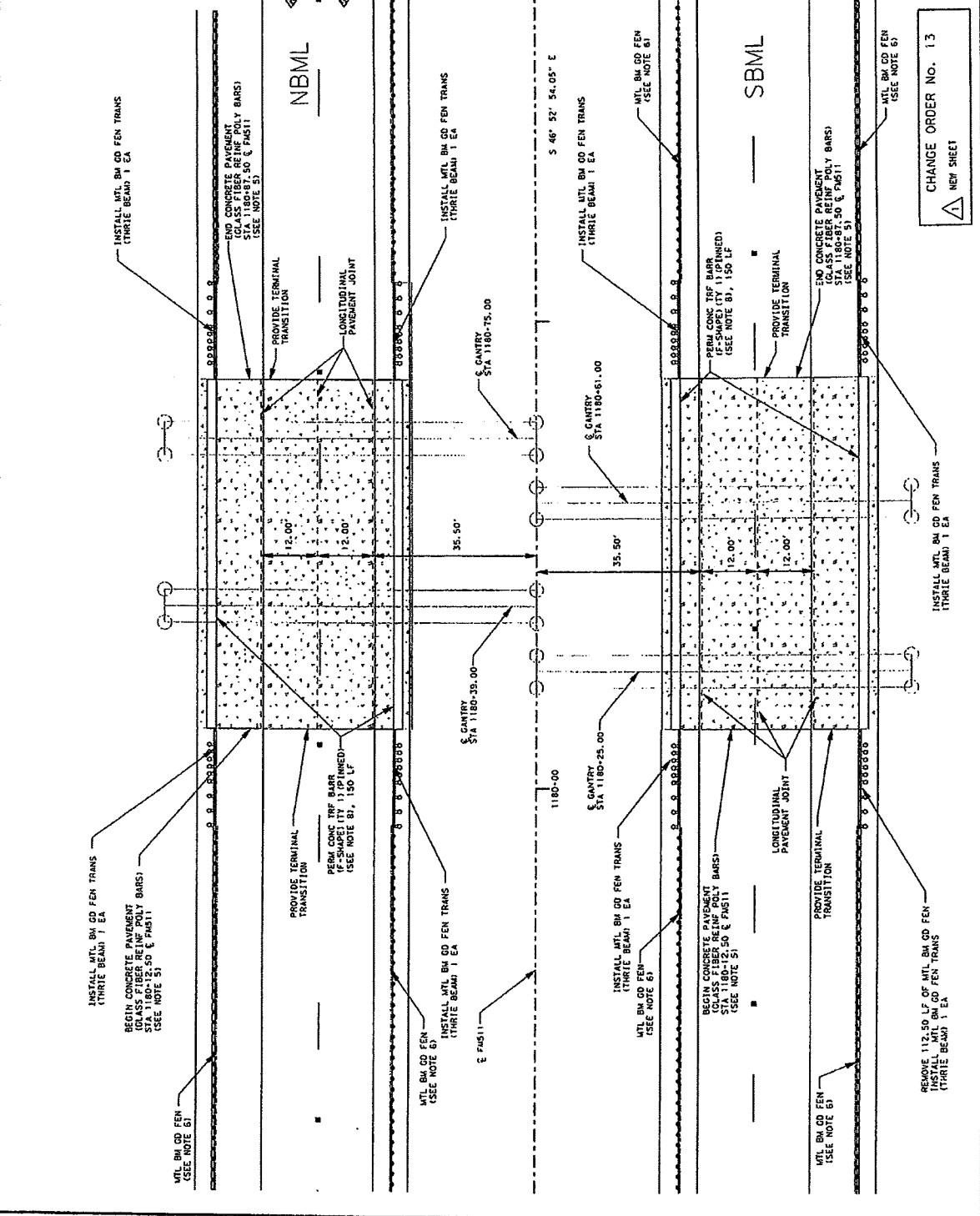
- NOTES**
1. REFER TO TOLL FACILITY CONDUIT RISER LAYOUT FOR CONDUIT DETAILS.
 2. REFER TO TOLL FACILITY CONDUIT RISER LAYOUT FOR CONDUIT BOX LOCATIONS TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO PLACEMENT.
 3. CONDUIT SHALL BE PLACED IN CONDUIT & GROUND BOXES WITH UTILITY FOR POWER & COMMUNICATION TIE-IN.
 4. REFER TO GANTRY ELEVATION SHEETS FOR TRANSITION PAVEMENT STRUCTURE.
 5. TRANSITION PAVEMENT STRUCTURE WILL BE INCLUDED WITH IN THE LIMITS OF THIS SHEET.
 6. REFER TO ROADWAY PLAN & PROFILE SHEETS FOR ROADWAY INFORMATION.
 7. REFER TO ROADWAY SECTION SHEET FOR TRANSITION DETAIL.
 8. REFER TO CONCRETE SAFETY BARRIER CS8171-041P SHEET FOR PIR DETAILS.



FM 511 TOLL FACILITY LAYOUT

(SHEET 1 OF 1)

PROJECT NO.	1000
DATE	10/11/07
SCALE	AS SHOWN
DESIGNER	HNTB
CHECKED BY	01
DATE	10/11/07



0 2 5 10
SCALE IN FEET

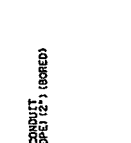
LEGEND
 ☒ GROUND BOX (T2D)
 Ⓜ NUMBER OF 1" HOPE CONDUIT (CONDUIT)
 Ⓜ NUMBER OF 2" HOPE CONDUIT (POWER)
 Ⓜ NUMBER OF 2" HOPE CONDUIT (CONDUIT)

GENERAL NOTES
 1. ALL CONDUIT TO BE 1" HOPE UNLESS NOTED OTHERWISE.
 2. STAKE ALL CONDUIT AND GROUND BOXES TO BE LOCATED AT 300' APPROXIMATE FROM THE ENGINEER PRIOR TO PLACEMENT.
 3. CONDUIT AND GROUND BOXES TO BE LOCATED AT 300' APPROXIMATE FROM THE CENTERLINE OF THE ROAD.
 4. REFER TO GANTRY ELEVATIONS SHEETS FOR ADDITIONAL INSTALLATIONS.
 5. ALL CONDUIT TO BE INSTALLED IN EXISTING PAVEMENT.

FRONTAGE ROAD NOTES
 1. BORED 2" HOPE CONDUIT ESTIMATED AT 300' LF FOR FRONTAGE ROAD.
 2. CONDUIT AND GROUND BOXES (TY D) TO BE LOCATED AT 300' APPROXIMATE FROM THE CENTERLINE OF THE ROAD.
 3. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 4. ELECTRICAL SERVICE INCLUDED WHERE REQUIRED.
 5. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 6. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 7. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 8. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 9. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.
 10. APPROXIMATE 1180+71 ON NB OR SB FRONTAGE ROAD.

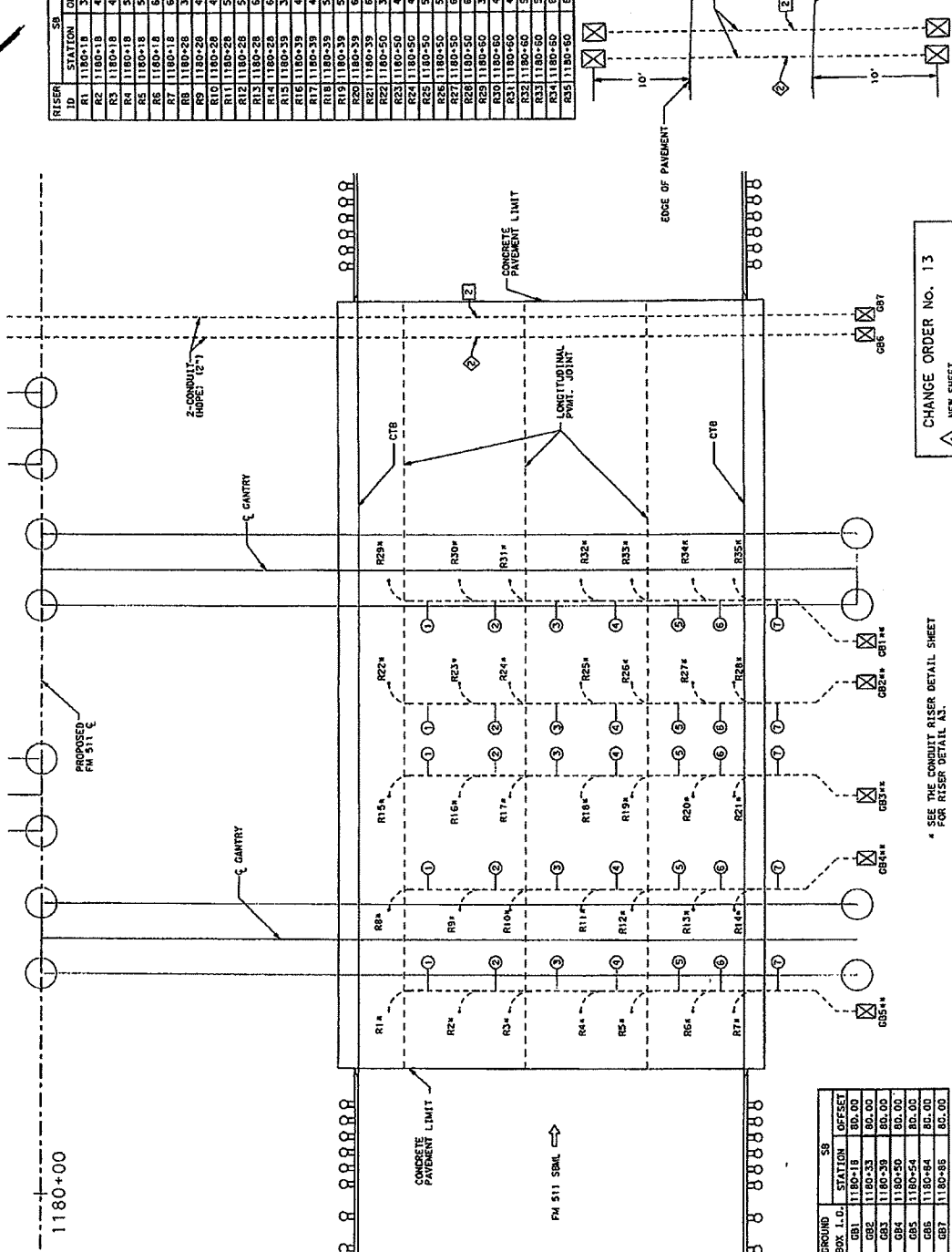


10/13/2009
 Fakhri R. Alkhatib
 State of Texas
 License No. 10113/2009



FM 511
 SOUTHBOUND
 TOLL FACILITY
 CONDUIT RISER
 LAYOUT
 SHEET 1 OF 2

PROJECT NO. 20041020
 DATE 10/13/09
 TEXAS PROJECT NO. 20041020
 COUNTY CAMERON
 SHEET 1 OF 2



RISER ID	STATION	OFFSET
R1	1180+18	34.00
R2	1180+18	41.00
R3	1180+18	48.00
R4	1180+18	54.00
R5	1180+18	58.00
R6	1180+18	64.00
R7	1180+28	34.00
R8	1180+28	41.00
R9	1180+28	48.00
R10	1180+28	54.00
R11	1180+28	58.00
R12	1180+28	64.00
R13	1180+28	64.00
R14	1180+28	64.00
R15	1180+39	34.00
R16	1180+39	41.00
R17	1180+39	48.00
R18	1180+39	54.00
R19	1180+39	58.00
R20	1180+39	64.00
R21	1180+39	64.00
R22	1180+50	34.00
R23	1180+50	41.00
R24	1180+50	48.00
R25	1180+50	54.00
R26	1180+50	58.00
R27	1180+50	64.00
R28	1180+50	64.00
R29	1180+50	64.00
R30	1180+60	34.00
R31	1180+60	41.00
R32	1180+60	48.00
R33	1180+60	54.00
R34	1180+60	58.00
R35	1180+60	64.00

GROUND BOX I.D.	STATION	OFFSET
GB1	1180+18	80.00
GB2	1180+39	80.00
GB3	1180+39	80.00
GB4	1180+50	80.00
GB5	1180+54	80.00
GB6	1180+84	80.00
GB7	1180+85	80.00

CHANGE ORDER NO. 13
 NEW SHEET

* SEE THE CONDUIT RISER DETAIL SHEET FOR RISER DETAIL A3.
 ** SEE THE CONDUIT RISER DETAIL SHEET FOR GROUND BOX DETAILS A1, A2 & A4.

FRONTAGE ROAD SERVICE CROSSING

LEGEND
 ⊗ GROUND BOX (TYD)
 ⊗ NUMBER OF 1" HOPE CONDUIT (COMA)
 ⊗ NUMBER OF 2" HOPE CONDUIT (POWER)
 ⊗ NUMBER OF 2" HOPE CONDUIT (COMA)

GENERAL NOTES
 1. ALL CONDUIT 1" HOPE UNLESS OTHERWISE NOTED.
 2. CONDUIT SHALL BE PLACED IN BOX LOCATIONS TO OBTAIN COORDINATE PLACEMENT OF CONDUITS WITH UTILITY FOR POWER AND COMMUNICATIONS.
 3. SEE SHEETS FOR ADDITIONAL INFORMATION.
 4. ALL CONDUIT INSTALLATIONS SHALL BE BORED UNDER EXISTING PAVEMENT.

10/13/2009
 TEXAS DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 TxDOT
 Texas Department of Transportation



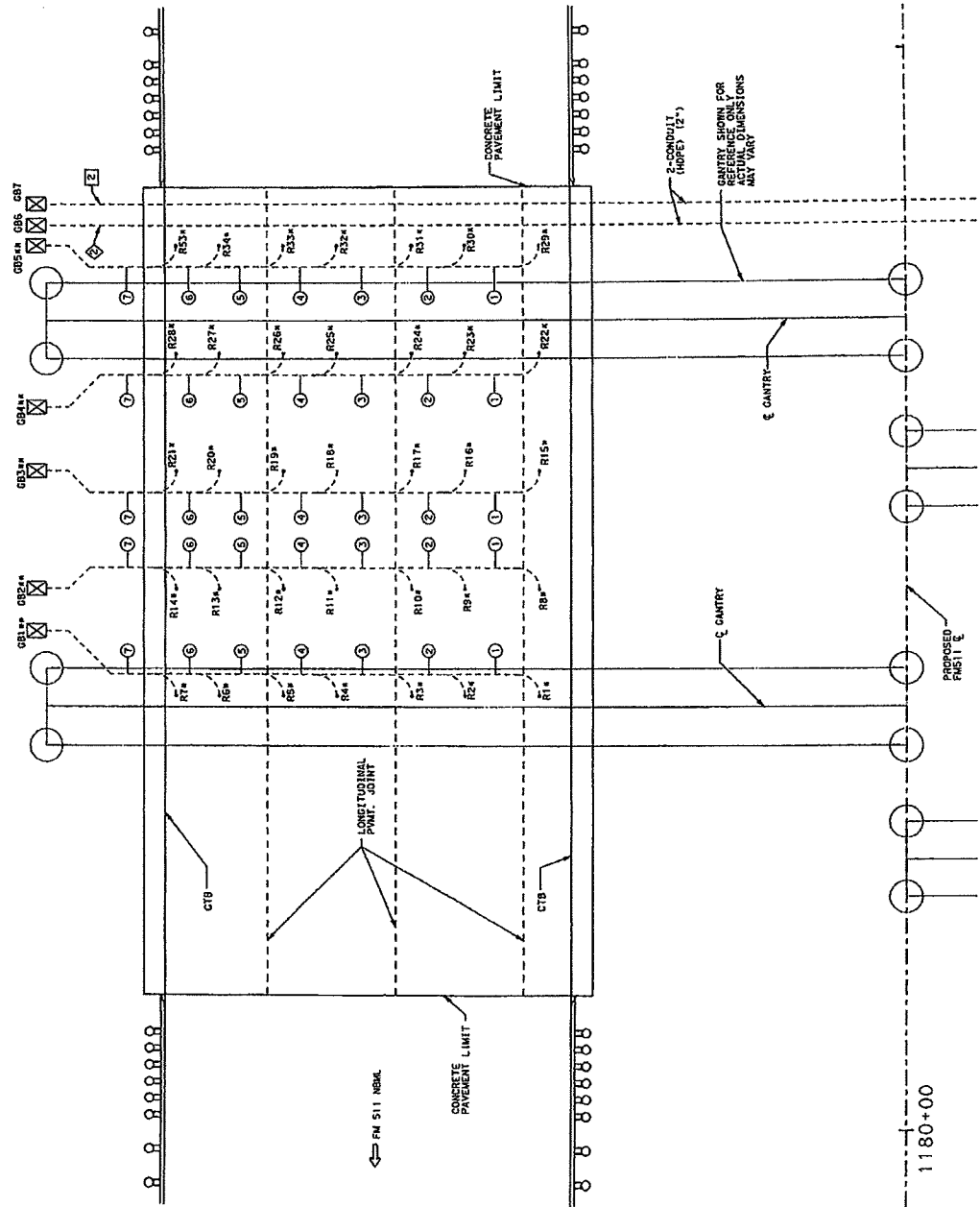
FM 511
 NORTHBOUND
 TOLL FACILITY
 CONDUIT RISER
 LAYOUT
 SHEET 2 OF 2



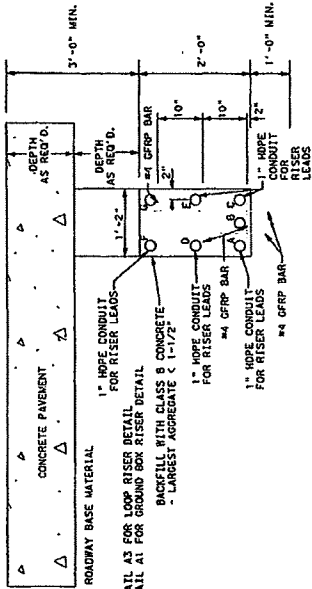
* SEE THE CONDUIT RISER DETAIL SHEET FOR RISER DETAIL A3.
 ** SEE THE CONDUIT RISER DETAIL SHEET FOR GROUND BOX DETAILS A1, A2 & A4.

RISER	LO	STATION	NR	OFFSET
R1	1180+40			-34.00
R2	1180+40			-41.00
R3	1180+40			-48.00
R4	1180+40			-54.00
R5	1180+40			-58.00
R6	1180+40			-64.00
R7	1180+40			-68.00
R8	1180+50			-34.00
R9	1180+50			-41.00
R10	1180+50			-48.00
R11	1180+50			-54.00
R12	1180+50			-58.00
R13	1180+50			-64.00
R14	1180+50			-68.00
R15	1180+61			-34.00
R16	1180+61			-41.00
R17	1180+61			-48.00
R18	1180+61			-54.00
R19	1180+61			-58.00
R20	1180+61			-64.00
R21	1180+61			-68.00
R22	1180+72			-34.00
R23	1180+72			-41.00
R24	1180+72			-48.00
R25	1180+72			-54.00
R26	1180+72			-58.00
R27	1180+72			-64.00
R28	1180+72			-68.00
R29	1180+82			-34.00
R30	1180+82			-41.00
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R35	1180+82			-68.00

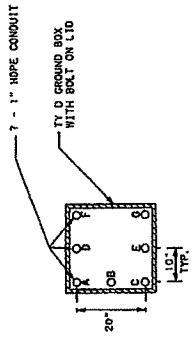
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GB2	1180-50		-80.00
GB3	1180-61		-80.00
GB4	1180-67		-80.00
GB5	1180-84		-80.00
GB7	1180-86		-80.00



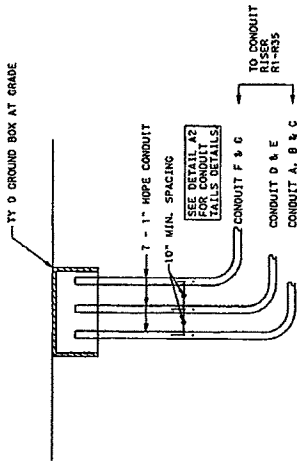
CHANGE ORDER No. 13
 NEW SHEET



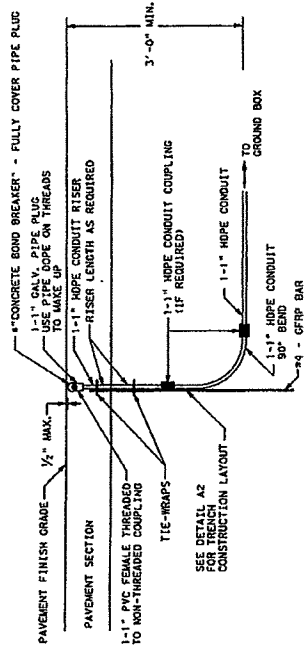
CONDUIT RISER DETAIL A2
 CONDUIT TRENCH DETAIL
 CONDUIT TRENCH DETAIL



DETAIL A4
 TYPICAL GROUND BOX
 CONDUIT RISE



CONDUIT RISER DETAIL A1
 LOOP TAIL TO GROUND BOX
 CONDUIT TRENCH DETAILS



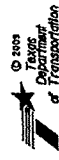
CONDUIT RISER DETAIL A3
 LOOP TAIL TO GROUND BOX
 CONDUIT LOOP RISER DETAIL
 *SUBSIDIARY TO CONDUIT

10/13/2009



John R. Kelly

U.S. STATE LICENSE REGISTRATION NO. 10202



HNTB
 A Subsidiary of Parsons Brinckerhoff, Inc.

FM 511 TOLL FACILITY CONDUIT RISER DETAILS

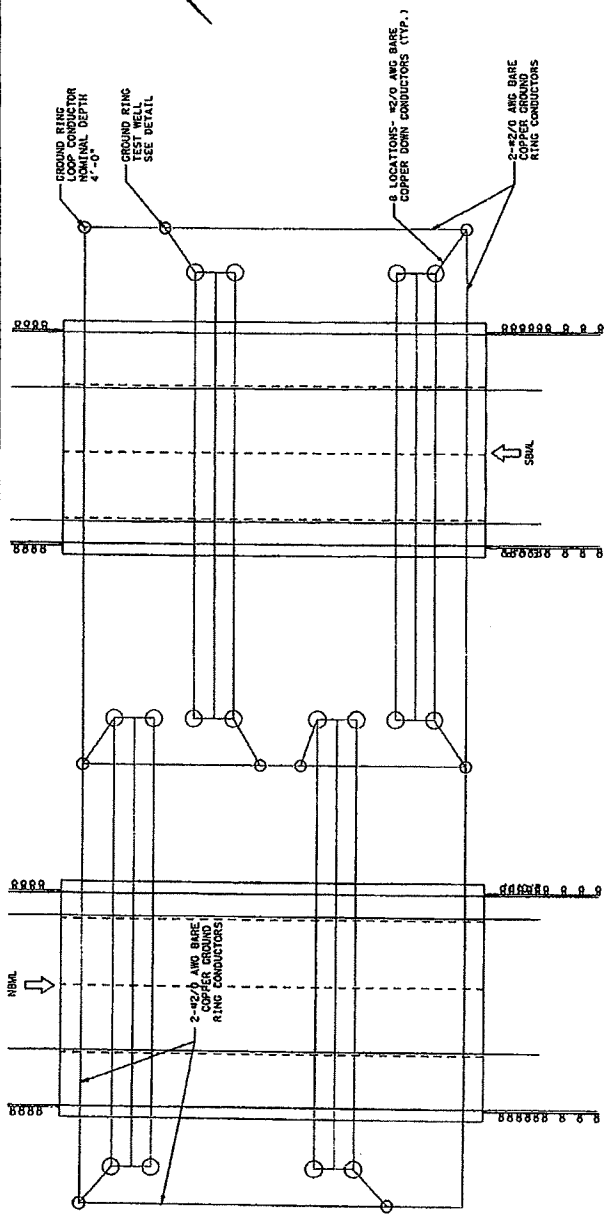
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DATE	10/13/09
DESIGNER	JOHN R. KELLY
CHECKER	JOHN R. KELLY
DATE	10/13/09
SCALE	AS SHOWN
SHEET NO.	1 OF 1

CHANGE ORDER No. 13
 NEW SHEET

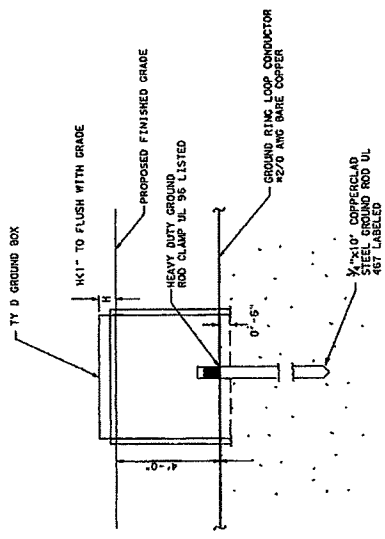
NOT TO SCALE

NOTES:

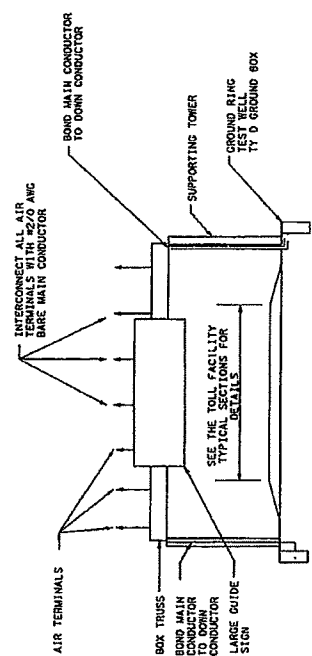
- 1) ALL STRUCTURAL CONCRETE AND CONDUIT INSTALLATIONS SHALL COMPLY WITH AEG 316 CHAPTER 6.
- 2) ALL WELDS SHALL BE INSTALLED BY A UL LISTED INSTALLER.
- 3) LPS SHALL BE UL MASTER LABEL CERTIFIED.
- 4) ALL WELDS SHALL MEET ASET NPPA 780 CLASS 1 REQUIREMENTS.
- 5) ALL REBAR LATERAL ELEMENTS, LAP JOINTS, AND CONNECTIONS SHALL BE DOUBLE LAPPED.
- 6) 14" - 0" CENTERED ON GANTRY TRUSS.



MAINLANE GROUND RING PLAN VIEW
(TYPICAL)



GROUND RING TEST WELL DETAIL
(TYPICAL)
NOT TO SCALE

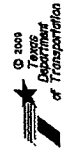


MAINLANE GROUND RING ELEVATION
(TYPICAL)
NOT TO SCALE

10/13/2009

10/13/2009

10/13/2009



HNTB
HNTB Corporation
10000 North Central Expressway
Suite 1000
Dallas, TX 75243-1000
Tel: 972.961.1000
Fax: 972.961.1000

FM 511
TOLL FACILITY
LIGHTNING
PROTECTION
SYSTEM DETAILS

DATE	10/13/09	BY	10/13/09
SCALE	AS SHOWN	PROJECT NO.	046
SHEET NO.	01	TOTAL SHEETS	046
DESIGNER	10/13/09	CHECKED	10/13/09
DATE	10/13/09	BY	10/13/09
SCALE	AS SHOWN	PROJECT NO.	046
SHEET NO.	01	TOTAL SHEETS	046
DESIGNER	10/13/09	CHECKED	10/13/09
DATE	10/13/09	BY	10/13/09

CHANGE ORDER NO. 13
NEW SHEET

ATTACHMENT B SCOPE OF WORK

1. General

A. Background

The Cameron County Regional Mobility Authority (CCRMA) designated the SH550 at 1847 as the first priority for implementation of a toll system in conjunction with the TxDOT plans for development of Cameron County.

B. Summary Scope of Work

The project consists of a toll collection, transaction processing, video enforcement, pay-by-mail billing, reconciliation, reporting, system monitoring, system maintenance and use of an established interface to the Texas Turnpike Authority (TTA) Customer Service Center and the Municipal Services Bureau (MSB) image processing center.

The work generally will include, but not be limited to: design, development, testing, and installation of a complete and fully functioning electronic toll collection system, with associated infrastructure, that shall include Open Road Tolling equipment that will process tolls and images. All associated systems, hardware and software to provide reporting, reconciliation and other audit functions, also are included. Maintenance of the Toll Collection System after Acceptance will be accomplished by the CTRMA under a separate Inter-local Agreement.

The general locations and layouts for the proposed toll point are provided on the schematic diagrams in Attachment "F". These diagrams are based on the best information currently available and are intended as information only for the purpose of this agreement.

C. Basic Objective

The objective of this Project is to implement a fully functional toll collection system on SH550 at FM1847 in accordance with the schedule outlined in Attachment "B", with toll collection beginning on June 1, 2010.

2. General Description

A. SH-550: 1.1 Miles North of FM1847 to 0.7 Miles South of FM1847

The initial 1.8 miles of the project extends from 1.1 miles north of FM1847 to 0.7 miles south of FM1847 and consists of a four-lane mainline roadway (2 NB and 2 SB) and ramps. A mainline ORT gantry is provided on SH550 just north of 1847 for mounting of toll equipment and is the only tolling point in this initial segment.

Note: The "Port Spur" is the subsequent section of the SH550 roadway and includes an additional 3.9 miles of roadway from 0.7 miles Northwest

ATTACHMENT B SCOPE OF WORK

of FM 3248 to SH 48 at the new Port of Brownsville entrance. This facility will be constructed and have toll equipment installed as part of a separate procurement.

3. Toll Collection Systems Elements

A. General Requirements

The Toll Collection System shall be identical in composition and functionality to the ORT system currently in production on CTRMA's 183A facility, using automatic vehicle identification and classification technology, a Violation Enforcement System (VES) with an integrated camera and triggering system to capture images of license plates, a Maintenance Online Management System (MOMS), reporting and a surveillance system.

It is required that the System be interoperable with the other Texas ETC systems so that ETC customers from Texas agencies can use the facility without multiple transponders in their vehicles.

The system shall process transactions and images and collect revenue on behalf of the CCRMA in a manner analogous to the process used by CTRMA.

At the discretion of the CCRMA, a Back-Office System shall be implemented either locally and/or remotely to support full Accounting and Audit & Reconciliation between the CCRMA, CTRMA and the CCRMA Bank. The Back Office systems shall provide full reporting and applications to support these activities.

At the discretion of the CCRMA, A Maintenance On-Line Management Systems (MOMS) shall be implemented either locally and/or remotely to support the monitoring of the system and maintenance functionality equal to that provided to CTRMA.

Per the agreed upon design, network equipment shall be implemented to provide communication between the Tolling Point, the Back Office Systems, Front Office Systems and transaction and image processing in Austin.

4. Toll Systems Components

The Contractor shall provide and install systems, software, hardware and equipment for a complete operating toll collection system that includes, but is not limited to:

- In-Lane Systems
- Back Office Systems
- Maintenance Online Management Systems (MOMS)
- Network Equipment

ATTACHMENT B SCOPE OF WORK

- All ETC Lane Equipment hardware, brackets, and fasteners required to attach the equipment to the gantries
- Roadside Toll System Equipment enclosures
- Provision for Uninterruptible Power Source
- Emergency Generators
- Surveillance System
- Equipment Enclosures
- An initial lot of spare parts

Construction and installation of all ETC Toll Collection Equipment and Systems generally shall be in accordance with the design of the system that is installed at CTRMA and the 183A ORT locations.

5. Design Requirements

5.1 General Design Requirements

The general design requirements shall be the current CTRMA ETC Toll Collection Equipment contract terms, as described in contract, including all attachments, amendments, change orders, including the as-built condition of the currently installed CTRMA 183A Turnpike ORT locations

5.2 Specific Design Requirement.

The specific design requirements shall be as required for each specific tolling location described in a mutually agreeable "Responsibility Matrix". The Responsibility Matrix shall be developed for each tolling location, back-office, operations and maintenance, interface, and other tasks as required to design, construct, operate and maintain the CCRMA system.

5.3 Design Requirement Change

Change(s) to the General and Specific Design Requirement may be incorporated in the responsibility matrix and additional or modified specification(s) as required from time to time by mutual agreement of the CCRMA and CTRMA.

6. Project Support Requirements

The Contractor shall provide project support to include, but not be limited to:

- Development and maintenances of a detailed toll system implementation schedule to be used as input to the Master Schedule.
- Participation in required project status and coordination meetings with CCRMA and all participating partnering agencies and firms.

ATTACHMENT B: SCOPE OF WORK

- System integration services as required to incorporate the CCRMA toll system into the current CTRMA transaction and image processing system.
- Assistance in the development of CCRMA specific business rules and default configurations for all configurable parameters.
- Development and/or editing of system training and manuals for use by CCRMA maintenance personnel, accounting and audit personnel, financial audit personnel and operations personnel and management.
- Training of CCRMA maintenance personnel, accounting and audit personnel, financial audit personnel and operations personnel and management.
- Development and/or editing of documents to provide complete documentation of the system.
- Within MOMS, development of a maintenance process that supports the remote storage of spares and management of spares inventory by County staff.
- In lieu of a Factory Acceptance Test, support of "System Configuration Verification" of the designed and procured system. This process shall verify that the system that is designed and procured for CCRMA is equal in configuration and functionality to the current CTRMA production tolling environment including design, hardware, off the shelf software and developed software.
- In lieu of Prototype On-site Testing (POT), support of "Performance Verification" of the production version (CTRMA ORT Lane System and Back-Office) of the system. This process shall verify that the applicable performance requirements of the original Technical Specification included in the "CTRMA Request for Proposal to provide Toll Collection Systems Implementation and Maintenance Request for Proposal" are being met.
- Prior to the start of tolling, execution of a full On-Site Installation Test including all components of the system and all processes required to collect tolls, process transactions and images, process pay-by-mail invoices, process violations, process court packages.
- Prior to the start of tolling, execution of a full Commissioning Test to ensure that all components are ready for the start of tolling.
- After the start of tolling, support of an Operational Test to verify that the system is operating properly.

ATTACHMENT B: SCOPE OF WORK

- As required, work with other agencies that are party to the Interlocal Agreement for Interoperability of Toll Collection Systems to coordinate all required changes to Interlocal Agreements, Interface Control Documents (ICDs) and Business Rules.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct
Element/Task/Component/Sub-system	CCRMA (C/DO)	CCRMA (C/ASE)	CCRMA (C/ASE)

Element/Task/Component/Sub-system	CCRMA (C/DO)			CCRMA (C/ASE)			Comments Other Responsibility/Information
	1	2	3	1	2	3	
TOLL COLLECTION FACILITIES							
TOLL GANTRIES, RAMPS & ENCLOSURES							
Schedule	TBD	TBD	TBD	A	A	A	
Gantries, Main Lane and Enclosure Layouts	A	A	A	A	B	A	SI to provide requirements for specific lane and enclosure layouts. Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to furnish and install foundations with conduit and other systems rough-in's
ILP HUB Enclosure Foundation	A	A	A	A	A	A	SI to provide specific lane and enclosure layouts. SI to furnish and install foundations with conduit and other systems rough-in's
Generator & Fuel Tank Foundations (TBD)							Concept Drawings provided by Designer
Roadside Cabinets Foundations	A	A	A	B	C	C	
Gantry & Enclosure Physical Layout	A	A	A	C	D	C	
Grading	A	A	A	C	D	C	
Drainage	A	A	A	C	D	C	
Utilities	B	C	B	A	A	A	SI to furnish and install electrical service to meet specific electrical power requirements HVAC & Toll Collection System.
							Roadway Contractor to provide necessary "clear zone" at or near ROW for installation of electrical service, including misc grading and drainage as required by service design and /or Utility.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
Install Interior Conduits			

Element/Task/Component/ Sub-system	GORMA (EXD07) Civil Designer (Contractor)			CFRMA (CASETA) System Integrator (SI)			Comments Other Responsibility/Information
HVAC	B	B	B	A	A	A	SI to provide HVAC as part of the ILP Enclosure
Striping	A	A	A	B	D	D	SI to provide requirements for Toll Collection System specific striping. Designer to incorporate into Striping Plan. Roadway Contractor to furnish and install
Gantries	A	A	A	B	D	C	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Designer to incorporate into design. Roadway Contractor will furnish and install.
Roadside Cabinets & ILP Enclosure Foundations; Electrical Power & Data: Conductors & Electrical Service and Utility power	B	B	B	A	A	A	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. SI to incorporate into design. ILP Enclosure with HVAC
Roadside Cabinets & ILP Hub Enclosure with Air Conditioning	B	C	B	A	A	A	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. SI to incorporate into design. SI will furnish and install foundations, Electrical Power & Data: Conduits, Electrical

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Construct	Install and Operate

Element/Facility/Component/ Sub-system	CCRMA (TxDOT) Civil Designer (Contractor)	CIRMA (CASETA) System Integrator (SI)	Comments Other Responsibility/Information
Systems Servers	C	A	Power Conductors & Electrical Service and Utility power. SI to furnish and install ILP Enclosure with HVAC
Security Camera	C	A	Install Security Cameras to Monitor ILP Enclosure, and Gantry
Fencing/Guardrail/Bollards (ILP: If Required)	A	B	SI to provide requirements for specific equipment clearances for Toll Collection System. Designer to provide design details. SI to furnish and Install.
Communications System and Facility Security Design: Physical Security	A	A	SI to provide communications and security design requirements at each tolling location for Toll Collection System. Designer to provide physical security requirements. SI to furnish and install required system, facility, and physical security components and systems.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and Construct

	A	B	A	B	A	C	
<ul style="list-style-type: none"> VES Cameras VES Camera, Light Sensor & Strobe Flash Mounting Supports 	A	A	A	A	B	C	SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System. Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs. Roadway Contractor to furnish and install VES Camera & Strobe Flash Mounting SI to furnish and Install VES Camera & Strobe Flash Equipment
Cameras, Light Sensors & Strobe Flash mounting and enclosures	B	B	B	A	A	A	SI to provide VES Camera & Light Sensor Mounting design requirements at each tolling location for Toll Collection System. Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs. Roadway Contractor to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Camera & Strobe Flash Mounting
VES Illumination mounts and enclosures	B	B	A	A	A	A	SI to furnish and Install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring SI to provide VES Illumination Mounting

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct

Lanes/Islands	PROJECT OPERATING SUB-SYSTEMS							SI to provide the sensor design requirements
	A	A	B	A	D	A	C	
Vehicle Detection/Classification Sensors Pavement Structure	A	A	B	A	D	A	C	SI to provide the sensor design requirements Designer to incorporate requirements into the designs. Roadway Contractor to furnish and install pavement and appurtenances for Vehicle Detection/Classification Systems
Vehicle Detection/Classification Sensors Installation of AVDS and AVC	B	B	B	A	D	A	A	SI to provide the sensor design requirements. SI to provide install, including cutting and saw cutting, winding and sealing loops
Island Traffic Signal Head Conduit, J Box, Wiring	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Flashing Warning Lights Conduit/Boxes/Wiring	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
PROJECT OPERATING SUB-SYSTEMS								
Design	D	D	D	A	D	A	A	
Ducts & Conduits	A	A	A	A	A	A	A	Demarcation Point: Edge of Pavement <ul style="list-style-type: none"> Area: Pavement Section to Edge of Pavement: All ducts and conduits shall be the responsibility of the Roadway Contractor. Area: Edge of Pavement & Gantry to IL.P and elsewhere shall be the responsibility of the SI

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct
------------------	--------	---------	--------------------------

PROJECT POWER DISTRIBUTION SUB-SYSTEM			
Work Description	Design	Procure	Install and/or Construct
TBD - SI to furnish and install backup generator, fuel tank, and automatic transfer switch TBD Roadway Contractor to provide misc. grading and drainage as required.			
Conduits/Ducts & Junction/Pull Boxes/ Outlets up to the Automatic Transfer Switch	B	B	A
Generators Main Lane Toll Gantry Fuel Tank with Initial Full Tank - TBD	B	C	A
Uninterruptible Power Supplies	B	C	A
Lightning Protection & Grounding	A	A	A

TBD - SI to furnish and install backup generator, fuel tank, and automatic transfer switch
TBD Roadway Contractor to provide misc. grading and drainage as required.

PROJECT POWER DISTRIBUTION SUB-SYSTEM

SI to provide necessary conductors, ducts & junction/pull boxes and install.

TBD-SI to provide Design requirements, Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable

TBD-SI to provide foundation pads and conduit rough in.

TBD-SI to furnish and install, Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable, and MOMs interface

TBD Roadway Contractor to provide misc. grading and drainage as required.

SI to provide Toll Collection System UPS power as part of the ILP enclosure, with graceful shut-down.

Designer to provide Lighting Protection

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)									
System for ETC Gantry.									
Contractor to furnish and install Lighting Protection System for Gantry. Including Master Ground Bus Bar for ILP									
SI to furnish and install Lighting Protection System for ILP Enclosure.									
SI to furnish and install ETC System lighting surge suppression system, including Primary and backup power electrical Service and feeder circuits, video, detector, communication, data and control circuits.	A	A	A	C	D	D	D	D	D
System for ETC Gantry.									
SI to provide size, number, terminus points for Toll Collection System elements.									
COMMUNICATIONS SUB-SYSTEMS									
Design Outside Physical Plant(OSP)	D	D	D	D	D	D	B	D	D
Design Outside Cable Plant and Inside Network Equipment	C	C	A	C	C	C	A	A	A
Conduits/Ducts & Junction/Pull Boxes/Outlets	D	D	A	D	D	D	A	A	A
OSP: SI to provide Plaza specific communications design requirements.									
Network Equipment: E SI to furnish, install, and make operational all outside and inside communication plant and equipment									
SI to provide specific Communications design requirements for Toll Collection System.									

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct
------------------	--------	---------	--------------------------

Fibers (including future)	D	D	D	D	D	SI to incorporate into the design SI to furnish & install.
Computer Rack System	D	D	A	A	A	
Routers	D	D	A	A	A	
Hubs	D	D	A	A	A	
Switches	D	D	A	A	A	
Firewalls	D	D	A	A	A	
Virtual Private Network (VPN)	D	D	A	A	A	
Modems	D	D	A	A	A	
Patch/Distribution Panels	D	D	A	A	A	

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

TOLL COLLECTION SYSTEMS							
Toll Plaza Host Computer-TBD	D	D	D	A	A	A	TBD-SI to provide the required equipment racks, conduit, data and power wiring and structure to mount equipment.
Toll Lane In-Lane Processors	C	D	B	A	A	A	SI to provide Designer with requirements. SI to incorporate into design. Contractor to provide conduit and structure to mount equipment. SI to furnish and install in ILP HUB
MOMS (Maintenance Online Management System)	D	D	D	A	A	A	SI to provide connection/interface with MOMS server. At least one workstation will be provided at the CCRMA Administrative Offices.
VES Computer	B	B	B	A	A	A	SI to provide Designer with requirements. SI to incorporate into design. CCRMA to provide location, conduit and structure to mount equipment. SI to furnish and install VES Computer
FCC Licenses/Regulations as applies to AVI	A	D	A	A	B	B	SI to provide required documentation to permit the CCRMA to obtain the required licenses to use and or operate AVI equipment and components. CCRMA to provide exhibit documents for Application and FCC Schedule D & H Roadway Contractor to provide NAD83 Lat & Long, and Elevation Data

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

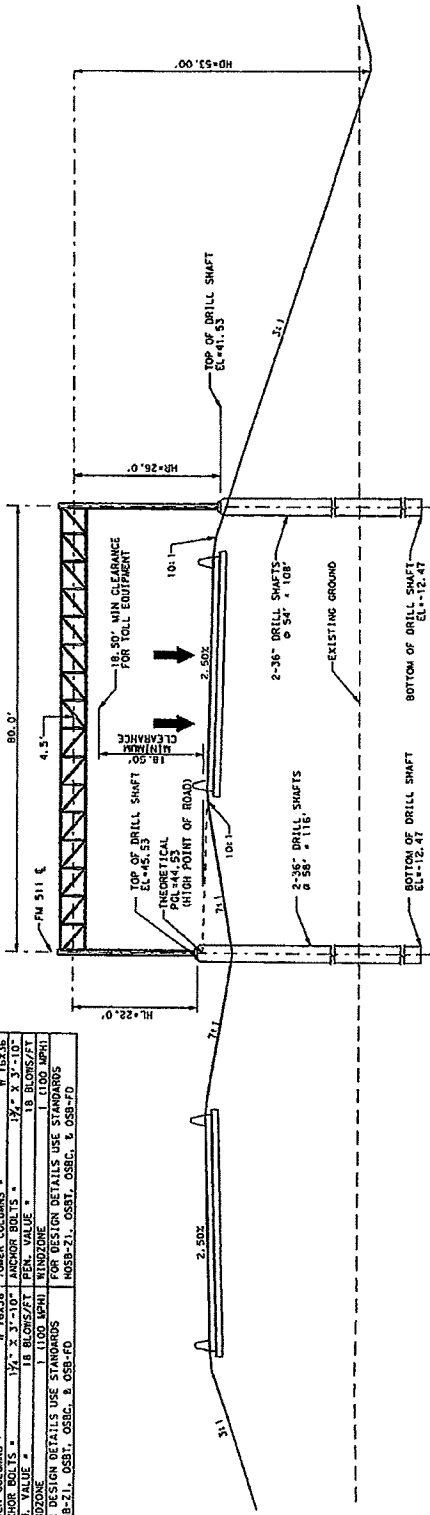
Work Description	Design	Program	Install	and/or	Consume
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Express AVI lanes AVI Antenna Mounting, Conduits and J-Boxes	A	A	A	B	D	B	SI to provide Designer with AVI requirements. Designer to incorporate into design. Roadway Contractor to provide structure, mounting support, and conduit to install AVI Antenna and cable
Express AVI lanes AVI System	B	D	B	A	A	B	SI to furnish and install AVI System SI to provide Designer with AVI requirements. Designer to incorporate into design. Roadway Contractor to provide structure, mounting support, and conduit to install AVI Antenna and cable
Material On Hand Storage, Insurance, and Transfer of Ownership	D	D	D	A	A	A	SI to furnish and install AVI System SI to be responsible for storage & control of all materials and equipment until installed on site, and storage.

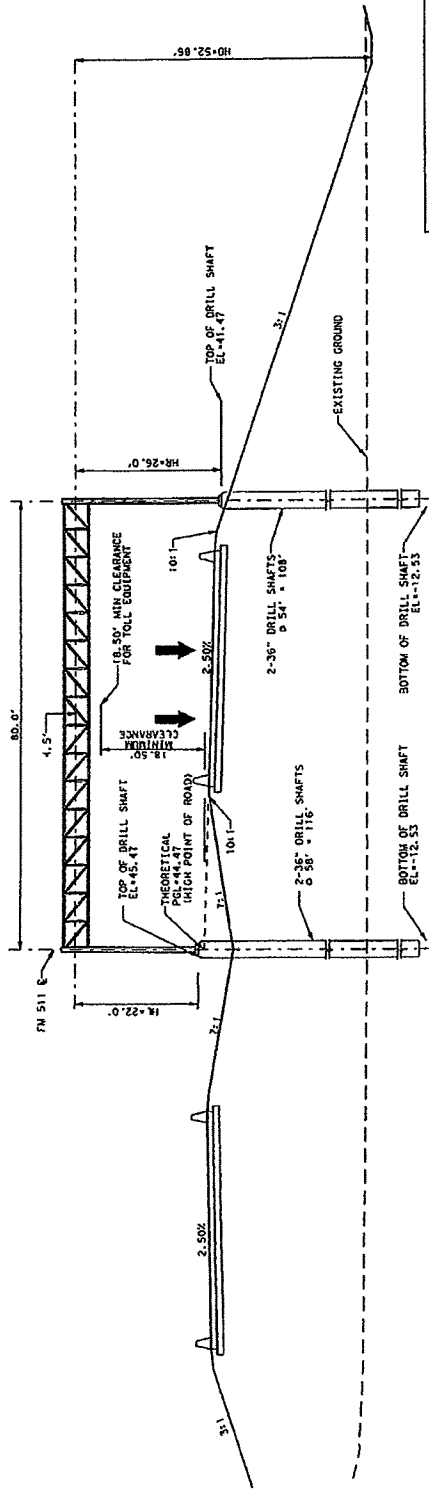
Attachment "E"
Technical Specifications for Gantry Design

DESIGN PARAMETERS:	STA 1180+25.00	DESIGN PARAMETERS:	STA 1180+61.00
LENGTH OF SPAN *	80.0 FT	LENGTH OF SPAN *	80.0 FT
LT TOWER HEIGHT *	22 FT	LT TOWER HEIGHT *	22 FT
RT TOWER HEIGHT *	26 FT	RT TOWER HEIGHT *	26 FT
DESIGN HEIGHT *	52.86 FT	DESIGN HEIGHT *	53.00 FT
UPLIFT LT *	88.8 KIPS	UPLIFT LT *	88.8 KIPS
UPLIFT RT *	92.7 KIPS	UPLIFT RT *	97.3 KIPS
DRILL SHAFT DIAMETER *	58 FT	DRILL SHAFT DIAMETER *	58 FT
DRILL SHAFT LENGTH LT *	54 FT	DRILL SHAFT LENGTH LT *	54 FT
DRILL SHAFT LENGTH RT *	54 FT	DRILL SHAFT LENGTH RT *	54 FT
TOWER COLUMNS *	W 16X36	TOWER COLUMNS *	W 16X36
ANCHOR BOLTS *	1/4" X 3'-10"	ANCHOR BOLTS *	1/4" X 3'-10"
PER. VALUE *	18 BLOWS/FT	PER. VALUE *	18 BLOWS/FT
WIND SPEED *	100 MPH	WIND SPEED *	100 MPH
FOR DESIGN DETAILS USE STANDARD DETAILS USE STANDARD DETAILS	OSB-21, OSB-1, OSB-C, & OSB-FD	FOR DESIGN DETAILS USE STANDARD DETAILS USE STANDARD DETAILS	OSB-21, OSB-1, OSB-C, & OSB-FD

NOTE:
 UPLIFT FORCE FOR 22 FT TOWER HEIGHT WAS
 CALCULATED USING TOWER STANDARD OSB-21
 HEIGHT BELONG OVER 30 FEET.



GANTRY ELEVATION
 STA 1180+61.00



GANTRY ELEVATION
 STA 1180+25.00

CHANGE ORDER NO. 13
 NEW SHEET

STATE OF TEXAS
 DEPARTMENT OF TRANSPORTATION
 10/14/04

© 2000
 Texas Department of Transportation

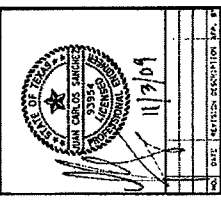
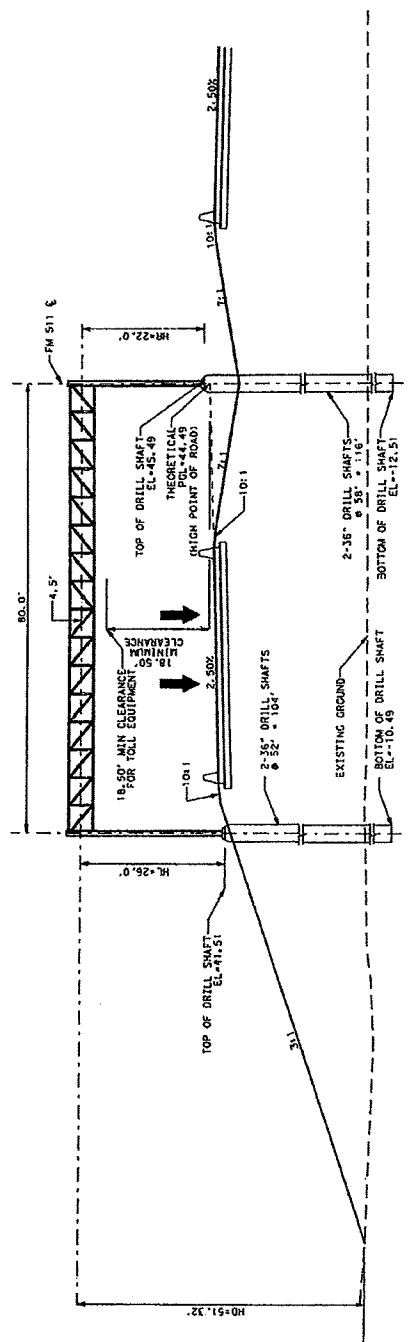
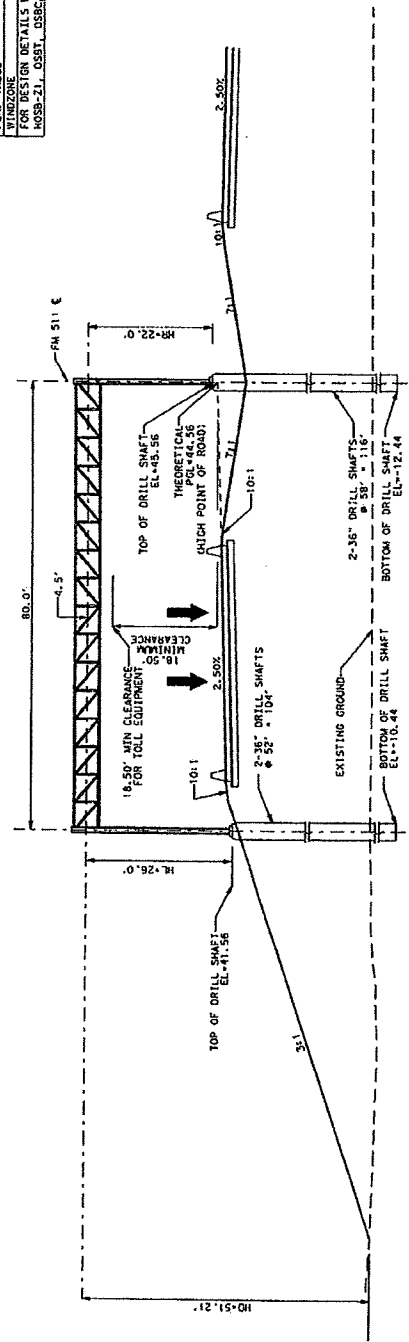
HNTB
 HOK GROUP
 1000 WEST 10TH AVENUE
 DENVER, CO 80202

**SOUTHBOUND
 GANTRY
 ELEVATIONS
 STA 1180+25
 STA 1180+61**
 (SHEET 1 OF 2)

DATE: 10/14/04
 REVISION: 00000000
 DRAWN: J. J. J. J.
 CHECKED: J. J. J. J.
 SCALE: 1" = 40'-0"

DESIGN PARAMETERS:		STA 1180+39.00	DESIGN PARAMETERS:	STA 1180+75.00
LENGTH OF SPAN *		80 FT	LENGTH OF SPAN *	80 FT
LT TOWER HEIGHT *		26 FT	LT TOWER HEIGHT *	26 FT
RT TOWER HEIGHT *		22 FT	RT TOWER HEIGHT *	22 FT
DESIGN HEIGHT *		51.32 FT	DESIGN HEIGHT *	51.21 FT
UP-LIFT LT *		92.7 KIPS	UP-LIFT LT *	88.3 KIPS
UP-LIFT RT *		88.3 KIPS	UP-LIFT RT *	92.7 KIPS
DRILL SHAFT DIAMETER *		52 FT	DRILL SHAFT DIAMETER *	52 FT
DRILL SHAFT LENGTH LT *		58 FT	DRILL SHAFT LENGTH LT *	58 FT
DRILL SHAFT LENGTH RT *		58 FT	DRILL SHAFT LENGTH RT *	58 FT
TOWER COLUMNS *		W 16X36	TOWER COLUMNS *	W 16X36
ANCHOR BOLTS *		1/4" X 3'-10"	ANCHOR BOLTS *	1/4" X 3'-10"
PEN. VALUE *		18 BLOWS/FT	PEN. VALUE *	18 BLOWS/FT
FOR DESIGN DETAILS USE STANDARDS HOSB-21, OSB1, OSB2, & OSB-FD				

NOTE:
 UPLIFT FORCE FOR 72 FT TOWER HEIGHT WAS
 ASSUMED TO BE 92.7 KIPS AND A TOWER HEIGHT OF 25 FT DUE TO DESIGN
 HEIGHT BEING OVER 30 FEET.

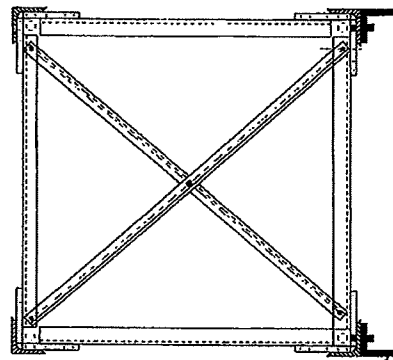


**NORTHBOND
 GANTRY
 ELEVATIONS
 STA 1180+39
 STA 1180+75
 (SHEET 2 OF 2)**

CHANGE ORDER No. 13
 NEW SHEET

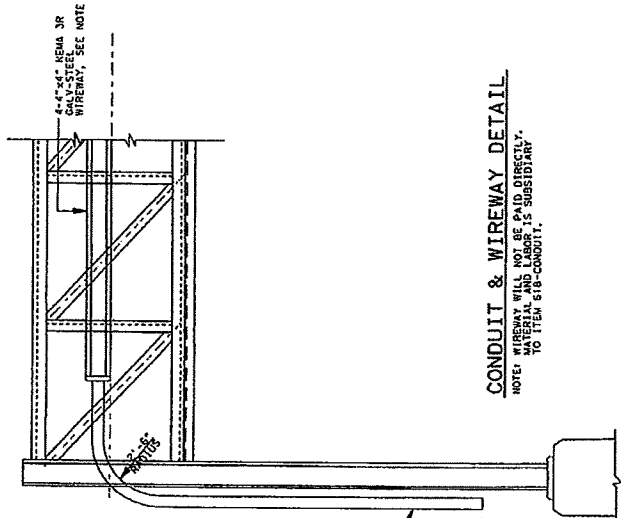
PROJECT NO.	1030
DATE	11/9/09
DESIGNER	CEC/ST
CHECKER	CEC/ST
DATE	11/9/09
SCALE	AS SHOWN
DATE	11/9/09
SCALE	AS SHOWN
DATE	11/9/09
SCALE	AS SHOWN

○ CONNECT ADDITIONAL TRUSS ANGLE USING 1/2" X 1/2" X 1/8" GALV-STEEL WIREWAY. PROVIDE HOLES AT 8" MAX SPACING ON FREE LEG OF ADDITIONAL TRUSS ANGLES.



PROVIDE ADDITIONAL TRUSS ANGLE MATCHING BOTTOM TRUSS CHORD, TYP. ○

TRUSS ANGLE DETAIL
 NOTE: ADDITIONAL TRUSS ANGLES REQUIRED FOR TOLL GANTRY LOCATIONS ONLY. NOT BE PAID DIRECTLY. THEY ARE SUBSIDIARY TO ITEM 650. INSTALL STRENGTHENED GIRDER SUPPORT.



4 - CONDUIT (RND 1 1/2" DIA) TO TRUSS SUPPORT

CONDUIT & WIREWAY DETAIL
 NOTE: WIREWAY WILL NOT BE PAID DIRECTLY. MATERIAL AND LABOR IS SUBSIDIARY TO ITEM 610-CONDUIT.

- WIREWAY NOTES:**
1. WIREWAY IN EXPOSED LOCATIONS SHALL BE SHEET METAL CHANNEL SUITABLE WITH 1/8" THICK WALLS.
 2. WIREWAY SHALL BE OF THE NEMA TYPE JR WITH MINGED LID AND SCREW FASTENERS APPROPRIATE TO THE WIREWAY.
 3. WIREWAY SHALL BE FURNISHED WITH FACTORY PRE-PUNCHED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. KNOCKOUTS SHALL BE FIELD FINISHED AS REQUIRED FOR THE CONDUITS INSTALLED.
 4. PER SQUARE FOOT IN ACCORDANCE WITH TFD, WIREWAY SHALL BE GALVANIZED WITH A MINIMUM OF 1.5 OZ OF ZINC COATING.
 5. WIREWAY SHALL CONFORM TO REQUIREMENTS OF NEC.

- INSTALLATION NOTES:**
1. WIREWAY SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
 2. USE STAINLESS STEEL OR NOT TIPPED GALVANIZED WIREWAY BOLTS, CLIPS, AND STRUTS TO FASTEN WIREWAY TO TRUSS CHORDS.
 3. PROVIDE FIELD TOUGH POLYURETHANE WELLS AND LEVELS TO PROTECT WIREWAY FROM WEAR AND DAMAGE.
 4. USE SUITABLE INSULATING BUSBARS AND CONDUIT FITTINGS AND UNPAINTED SECTIONS OF THE WIREWAY.
 5. CLOSE ENDS OF WIREWAY AND UNUSED CONDUIT OPERATIONS.
 6. GROUND AND BOND FACEWAYS AND WIREWAYS AS PER REC.

CHANGE ORDER NO. 13
 △ NEW SHEET

Structural

 10/06/2009
Electrical

 10/6/2009

HNTB
 Infrastructure
 Department
 of Transportation

FM 511 TOLL GANTRY MISCELLANEOUS DETAILS
 (SHEET 1 OF 1)

NO.	REV.	DATE	BY	CHK.
1	1	10/06/2009	JJCO	

DESIGNED BY	DATE	SCALE
PROJECT NO.	10106/2009	AS SHOWN
CONTRACT NO.	10106/2009	
SECTION NO.	10106/2009	
DATE	10/06/2009	

ATTACHMENT F TOLL SYSTEM IMPLEMENTATION COST ESTIMATE

				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
1	1	LS	Installation/Electrical Design and Plans	39,091	00	39,091	00
2	1	LS	Field Installation and Electrical Work, Materials and Labor	147,831	00	147,831	00
3	2	Ea.	Site Prep	74,905	00	149,810	00
4	1	Ea.	ILP Building, Foundation, Ground Ring and HVAC	154,982	00	154,982	00
5	1	LS	Primary Electrical Service	29,597	00	29,597	00
6	2	Ea.	Zone Controller Hardware & SW	43,040	00	86,080	00
7	2	Ea.	Communication Equipment	40,577	00	81,154	00
8	6	Ea.	Automatic Vehicle Classification System, Express ETC Lane	14,309	00	85,854	00
9	4	Ea.	AVI System Hardware, Express ETC Lane	11,642	00	46,568	00
10	6	Ea.	Violation Enforcement System Hardware, Express ETC Lane	35,466	00	212,796	00
11	1	LS	UPS	78,232	00	78,232	00
12	0	LS	Emergency Generator & Automatic Transfer Switch	-	00	-	00
13	1	LS	ROMS HW/SW & Security Server(s) (ie: Digital Video Recorder & Audit)	95,750	00	95,750	00
14	1	LS	Host System (Store & Forward) HW/SW	120,451	00	120,451	00
15	1	LS	Training	24,041	00	24,041	00
16	1	LS	Documentation	40,975	00	40,975	00
17	1	LS	Project Management	68,766	00	68,766	00

ATTACHMENT F TOLL SYSTEM IMPLEMENTATION COST ESTIMATE

CCRMA SH-550 TOLL SYSTEM				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
18	1	LS	Spare Equipment	73,139	00	73,139	00
19	1	LS	Site Commissioning Test	20,986	00	20,986	00
20	1	LS	Operational Test	20,986	00	20,986	00
				Total		1,577,089	00

ATTACHMENT G TOLL SYSTEM IMPLEMENTATION SCHEDULE

<u>Task</u>	<u>Description</u>	<u>Start Date</u>	<u>End Date</u>
1.0	ILA Approved	1 Jan 2010	1 Feb 2010
2.0	Toll System Procurement	1 Feb 2010	1 April 2010
3.0	System Performance Verification		1 Feb 2010
3.0	Toll System Installation	1 April 2010	1 May 2010
4.0	System Configuration Verification	1 April 2010	1 May 2010
5.0	Toll System Tuning	1 May 2010	7 May 2010
6.0	On-site Installation Testing And Commissioning	8 May 2010	1 June 2010
7.0	Begin Toll Collection		1 June 2010
8.0	Operational Testing	1 June 2010	1 August 2010
9.0	System Acceptance		1 August 2010

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

RESOLUTION NO. 10-07

Amendment to TateAustinHahn Contract

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

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

WHEREAS, in Resolution No. 07-56, dated August 29, 2007, following issuance of a Request for Proposals and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors selected TateAustinHahn, formerly TateAustin, to provide communications and marketing services to the CTRMA; and

WHEREAS, a contract with TateAustinHahn for the provision of communications and marketing services (the “TateAustinHahn Contract”) was subsequently executed effective September 1, 2007; and

WHEREAS, in August 2009, following the expiration of the initial two-year contract term, the TateAustinHahn Contract was extended for an additional year pursuant to the terms of the agreement; and

WHEREAS, because the amount allocated under the TateAustinHahn Contract had not yet been expended, no additional funding was requested at the time that the contract extension was executed; and

WHEREAS, the CTRMA now desires to amend the TateAustinHahn Contract to increase the total amount of the agreement by up to an additional \$225,000 in order to fund the communication and marketing services being provided by TateAustinHahn during the remaining term of the contract extension; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is an amendment to the TateAustinHahn Contract (the “Amendment”) increasing the total amount of the agreement by up to an additional \$225,000.

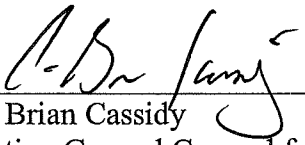
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the Amendment in the form or substantially the same form as Attachment “A”; and

BE IT FURTHER RESOLVED, that the Amendment may be finalized and executed by the Executive Director on behalf of the CTRMA and that the TateAustinHahn Contract may be further amended from time to time as deemed necessary by the Board of Directors.

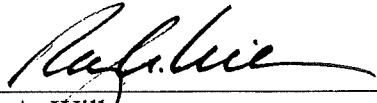
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:

Approved:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-07
Date Passed 01/27/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-07
AMENDMENT TO TATEAUSTINHAHN CONTRACT

**FIRST AMENDMENT TO
COMMUNICATION AND MARKETING SERVICES AGREEMENT
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
KERRY TATE COMMUNICATIONS, INC.**

This First Amendment to the Communication and Marketing Services Agreement Between Central Texas Regional Mobility Authority (“CTRMA”) and Kerry Tate Communications, Inc. (d/b/a TateAustin) (the “Contractor”) is made effective as of the 1st day of February, 2010, and is for the purpose of amending Appendix B of the Communication and Marketing Services Agreement between CTRMA and Contractor effective September 1, 2007.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-07, dated January 27, 2010, Appendix B of the Agreement is amended as described below.

The second paragraph of APPENDIX B is amended to read as follows:

The total amount of this Agreement shall not exceed \$975,000.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CONTRACTOR

Mike Heiligenstein
Executive Director

Jeff Hahn
Principal

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

RESOLUTION NO. 10-08

December 2009 Financial Report

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

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

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

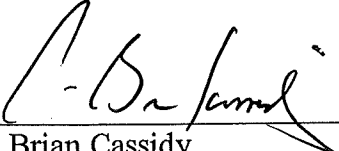
WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of December 2009 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for December 2009, attached hereto as Attachment "A."


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of January, 2010.

Submitted and reviewed by:

Approved:



C. Brian Cassidy
Acting General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman Board of Directors
Resolution Number 10-08
Date Passed: 01/27/10

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

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 12/31/2009	Of Budget	To Date 12/31/2008
Toll Revenue-TxTag-183A	17,250,000.00	7,192,090.05	41.69%	6,963,040.80
Toll Revenue-HCTRA-183A	565,000.00	262,728.00	46.50%	226,617.30
Toll Revenue-NTTA-183A	306,000.00	169,995.60	55.55%	119,899.80
Video Tolls	1,250,000.00	1,349,868.32	107.99%	375,105.25
Fee Revenue	812,500.00	629,959.23	77.53%	272,356.06
Operating Revenue	20,183,500.00	9,604,641.20	47.59%	8,551,668.93
Interest Income	900,000.00	158,411.74	17.60%	694,088.39
Total Revenue	21,083,500.00	9,763,052.94	46.31%	9,248,693.65

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 12/31/2009	Of Budget	To Date 12/31/2008
Regular	1,827,602.00	739,650.54	40.47%	675,836.65
Part Time	22,000.00	0.00		0.00
Overtime	4,000.00	0.00		71.43
Contractual Employees	105,000.00	-14,373.44	-13.69%	12,613.74
TCDRS	273,122.00	108,979.92	39.90%	89,746.57
FICA	89,997.00	23,763.42	26.40%	24,109.54
FICA MED	27,602.00	11,343.29	41.10%	10,281.32
Health Insurance	200,700.00	134,100.48	66.82%	61,759.90
Life Insurance	6,215.00	2,673.74	43.02%	2,310.30
Auto Allowance	9,000.00	4,012.50	44.58%	4,500.00
Other Benefits	160,863.00	24,116.19	14.99%	21,303.27
Unemployment Taxes	1,980.00	17.38	0.88%	158.96
Salary Reserve	50,000.00	0.00		0.00
Total Salaries & Wages	2,778,081.00	1,034,284.02	37.23%	902,691.68

Contractual Services

Professional Services

Accounting	9,000.00	4,207.41	46.75%	3,400.85
Auditing	45,000.00	43,057.00	95.68%	37,626.00
General Engineering Consultant	1,250,000.00	365,534.66	29.24%	276,500.73
General System Consultant	175,000.00	33,431.37	19.10%	94,269.30
Toll Collection contract	0.00	7,287.45		551,425.56
Image Processing	540,000.00	316,278.10	58.57%	0.00
Facility maintenance	75,000.00	47,736.53	63.65%	35,406.21
Facility management	0.00	23,197.06		15,267.79
Human Resources	15,000.00	954.11	6.36%	416.00
Legal	400,000.00	51,383.29	12.85%	26,987.49
Photography	15,000.00	6,347.65	42.32%	3,946.92
Traffic & Revenue Consultants	20,000.00	0.00		0.00
Transcripts	1,000.00	0.00		0.00
Total Professional Services	2,545,000.00	899,414.63	35.34%	1,147,177.78

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 12/31/2009	Of Budget	To Date 12/31/2008
Books & Publications	13,100.00	2,717.69	20.75%	4,973.27
Office Supplies Expense	16,000.00	1,216.58	7.60%	1,345.12
Computer Supplies Expense	4,500.00	2,503.07	55.62%	2,582.75
Copy Supplies Expense	2,000.00	23.85	1.19%	277.35
Annual Report Printing	10,000.00	0.00		0.00
Other Printed Reports	20,500.00	11,517.01	56.18%	8,342.54
Direct Mail-printing Expense	10,000.00	0.00		0.00
Office Supplies-printed	1,000.00	0.00		67.06
Maintenance Supplies Expense	100.00	0.00		0.00
Promotional Items expense	10,000.00	207.56	2.08%	0.00
Displays	5,000.00	0.00		0.00
Tools & Equipment Expense	1,650.00	71.27	4.32%	313.05
Misc Materials & Supplies	3,500.00	2,535.78	72.45%	660.02
Total Materials & Supplies Exp	127,350.00	20,792.81	16.33%	18,561.16

Central Texas Regional Mobility Authority

Balance Sheet

As of

December 31, 2009

December 31, 2008

Assets

Current Assets

Cash in Operating Fund		0.00		44,236.68
Regions Operating Account		100,897.74		0.00
Chase-Regions Trustee Account		0.00		0.00
Regions Trustee cash account		0.00		0.00
Cash In TexSTAR	174,532.66		1,155,605.75	
Money Market Payroll Account	0.00		55,391.57	
Regions Payroll Account	2,745.69		0.00	
Fidelity Government MMA	8,926,927.85		7,519,797.05	
Restricted Cash-TexStar	24,098,513.30		41,833,953.27	
Regions SIB account	30,510,844.44		0.00	
Overpayment accounts	5,974.57		0.00	
Total Cash Equivalents		63,719,538.51		50,608,984.32
Accounts Receivable	153,346.07		2,126.46	
Due From Employees	2,500.00		0.00	
Due From TTA	379,145.30		350,548.95	
Due From NTTA	27,273.60		20,722.05	
Due From HCTRA	41,246.55		36,266.85	
Interest Receivable	28,746.44		42,475.49	
Total Receivables		632,257.96		452,139.80
Certificates of Deposit		<u>6,100,000.00</u>		<u>7,475,000.00</u>
Agencies		6,570,201.31		0.00
Prepaid Insurance	83,421.96		90,487.99	
Total Current Assets		77,206,317.48		58,626,612.11
Construction Work In Process		39,753,184.13		13,802,834.04

Fixed Assets

Computers	1,228,344.92		1,205,203.69	
Accum Deprec-Computers	<u>(1,036,466.16)</u>	191,878.76	<u>(669,315.14)</u>	535,888.55
Computer Software	6,133,429.48		6,132,394.48	
Accumulated Amortization-Software	<u>(3,087,103.50)</u>	3,046,325.98	<u>(1,755,123.30)</u>	4,377,271.18
Furniture and Fixtures	102,134.95		102,134.95	
Accum Deprec-Furn & Fixtures	<u>(60,918.90)</u>	41,216.05	<u>(42,144.55)</u>	59,990.40
Equipment	106,806.93		76,177.93	
Accum Deprec-Equipment	<u>(55,065.57)</u>	51,741.36	<u>(42,601.17)</u>	33,576.76
Autos and Trucks	16,295.00		16,295.00	
Accum Deprec-Autos and Trucks	<u>(10,395.07)</u>	5,899.93	<u>(6,110.64)</u>	10,184.36
Buildings and Toll Facilities	7,062,332.11		7,062,332.11	
Accum Deprec-Buildings & Toll	<u>(453,363.69)</u>	6,608,968.42	<u>(276,805.41)</u>	6,785,526.70
Highways and Bridges	198,267,731.76		197,804,082.03	
Accum Deprec-Highways & Bridge	<u>(13,111,004.06)</u>	185,156,727.70	<u>(8,150,000.41)</u>	189,654,081.62
Communication Equipment	1,938,955.13		1,938,955.13	
Accum Deprec-Comm Equip	<u>(516,594.11)</u>	1,422,361.02	<u>(319,922.69)</u>	1,619,032.44
Toll Equipment	4,587,114.80		4,587,114.80	
Accum Deprec-Toll Equip	<u>(1,187,276.64)</u>	3,399,838.16	<u>(725,495.28)</u>	3,861,619.52
Signs	5,630,642.42		5,329,323.76	
Accum Deprec-Signs	<u>(341,647.45)</u>	5,288,994.97	<u>(208,379.36)</u>	5,120,944.40
Land Improvements	1,094,546.21		1,031,686.00	
Accum Deprec-Land Improv	<u>(122,033.26)</u>	972,512.95	<u>(70,449.40)</u>	961,236.60
Right of Way		23,683,553.05		22,760,024.88
Leasehold Improvements		68,333.37		74,184.90
Total Fixed Assets		229,938,351.72		235,853,562.31

CTRMA INVESTMENT REPORT

	Month Ending 12/31/2009					Current Rate as of 12/31/2009
	Balance 11/30/2009	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
Additional Projects Fund	570.38			0.09	5,279.62	570.47
Construction Fund 05	14,280.32			1.93	922,170.22	9,002.63
Construction Fund 09	2,207,453.91			269.81	1,722,356.76	1,285,553.50
General Fund	10,203,288.53	3,000,000.00		1,435.29	1,000,000.00	8,482,367.06
Trustee Operating Fund	91,405.77			293.01	501,250.00	2,091,698.78
Renewal & Replacement Fund	653,800.97			100.69	2,975,830.07	152,651.66
TxDOT Grant Fund	9,237,341.24			1,134.48		6,262,645.65
Revenue Fund	619.46			0.10		619.56
Debt Service Reserve Fund	5,812,472.11			931.88		5,813,403.99
	28,221,232.69	3,000,000.00	0.00	4,167.28	7,126,886.67	24,098,513.30
Amount in TexStar Operating Fund	324,501.67	1,000,000.00		30.99	1,150,000.00	174,532.66
Fidelity Money Market Fund						
Operating Fund	5.26	400,000.00		0.82	3,592.27	400,006.08
Additional Projects Fund	62,603.34			0.49	5,279.62	59,011.56
Construction Fund 05	0.20	5,279.62			922,170.92	0.20
Construction Fund 09	1.56	922,170.22			37,419.90	0.86
Other Obligations Fund	44,658.43	3,039,000.00		0.21		3,046,238.74
Debt Service Fund	3,120,103.13	619,958.33		22.93		3,740,084.39
Subordinate Lien DS Fund	7,979.62			0.06		7,979.68
TxDOT Grant Fund	22,004.00	2,975,830.07		4,261.82	3,000,000.00	2,095.89
Renewal and Replacement	0.90	501,250.00		0.00	501,250.00	0.90
Revenue Fund	912,596.82	1,861,203.23		8.34	1,929,730.05	844,078.34
General Fund	1,277,634.65	2,549,879.75		8.59	3,000,000.00	827,522.99
Debt Service Reserve Fund	8.22					8.22
	5,447,596.13	12,874,571.22		4,303.26	9,399,442.76	8,927,027.85
Amount in Region's MMA SIB Loan	55,005.29	31,610,000.00		7,329.79	1,161,490.64	30,510,844.44
Amount in Fed Agencies						
Amortized Principal	1,000,000.00	5,070,000.00	1,048.69			6,068,951.31
Accrued Interest	1,000,000.00	5,070,000.00	1,048.69	12,449.07	0.00	6,068,951.31
Certificates of Deposit						
Total in Pools	6,100,000.00	4,000,000.00		775.00	8,276,886.67	6,100,000.00
Total in Money Market	28,545,734.36	44,484,571.22		4,198.27	10,560,933.40	24,273,045.96
Total in Fed Agencies	5,502,601.42	5,070,000.00		11,633.05	0.00	39,437,872.29
	1,000,000.00			12,449.07		6,068,951.31
Total Invested	41,148,335.78	53,554,571.22	0.00	29,055.39	18,837,820.07	75,879,869.56

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

William Chapman, CFO

Amount of investments As of December 31, 2009

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	3133XTB88	1,000,000.00	1,000,000.00	1,001,560.00	1.05%	3/6/2009	3/5/2010	TxDOT Grant Fund
Fannie Mae	31398AZY1	5,070,000.00	5,068,951.31	4,967,200.00	1.62%	11/30/2009	11/10/2014	Debt Service Reserve Fund
Fannie Mae	3136FJZR5	501,250.00	501,250.00	494,690.00	1.50%	12/30/2009	12/30/2014	Renewal and Replacement
		<u>6,571,250.00</u>	<u>6,570,201.31</u>	<u>6,463,450.00</u>				

Agency	CUSIP #	COST	Cummulative Amortization	12/31/09 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home Loan Bank	3133XTB88	1,000,000.00		1,000,000.00	1,000,000.00	875.00		875.00
Fannie Mae	31398AZY1	5,070,000.00	1,048.69	5,068,951.31	5,000,000.00	11,574.07	1,048.69	10,525.38
Fannie Mae	3136FJZR5	501,250.00		501,250.00	500,000.00			
		<u>6,571,250.00</u>	<u>1,048.69</u>	<u>6,570,201.31</u>	<u>6,500,000.00</u>	<u>12,449.07</u>	<u>1,048.69</u>	<u>11,400.38</u>

Interest Rate	From	To
2.00%	12/30/2009	12/30/2011
3.25%	12/30/2011	12/30/2012
4.50%	12/30/2012	12/30/2013
5.50%	12/30/2013	12/30/2014