

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

RESOLUTION NO. 10-16

**Procurement of Graffiti Removal
and Painting Services for 183-A**

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 CTRMA identified the 183-A Turnpike Project (the “Project”) as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the CTRMA Board of Directors authorized the issuance of a request for proposals (“RFP”) for certain roadway maintenance services, including graffiti removal and painting services, for the Project; and

WHEREAS, in May 2007, following review and evaluation of the responses to the RFP in accordance with the CTRMA’s procurement policies, the Board of Directors awarded a contract for graffiti removal and painting services for the Project to Graffiti Removal, Inc. d/b/a Off the Wall Graffiti (“Off the Wall”); and

WHEREAS, the Board of Directors executed a one (1) year contract with Off the Wall for graffiti removal and painting services for the Project, which was subsequently extended for two additional one (1) year periods; and

WHEREAS, CTRMA staff now recommends solicitation of a new contract for graffiti removal and painting services for the Project; and

WHEREAS, the Board of Directors desires that staff initiate the process of procuring graffiti removal and painting services for the Project by preparing and issuing an invitation to bid to solicit responses from prospective bidders interested in providing such services.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes CTRMA staff to develop and issue an invitation to bid to solicit bids from entities qualified and interested in providing graffiti removal and painting services to the CTRMA; and

BE IT FURTHER RESOLVED, that, in accordance with the CTRMA's procurement policies, a process shall be implemented to review the responses to the invitation to bid and a recommendation shall be made to the Board of Directors as to the award of a contract for the provision of graffiti removal and painting services for the Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-16
Date Passed: 03/31/10

Central Texas Regional Mobility Authority

183A TURNPIKE PROJECT

CONTRACT NO. 10183A24601M

ON-CALL MISCELLANEOUS REPAIRS
GRAFFITI REMOVAL AND PAINTING

INVITATION TO BID

Sealed Proposals for the above project will be received by the Central Texas Regional Mobility Authority (CTRMA), 301 Congress Avenue, Suite 650, Austin, Texas 78701 until 12:00 Noon local time, _____, 2010, at which time and place the bids will be publicly opened and read.

The work under this Contract shall be for a term of two (2) years. The contract time includes the mobilization and material procurement period. The principal items of work and approximate quantities are as follows:

Mobilization	1.0	L.S.
Graffiti Removal	5,000	Sq. Ft.
Structural Painting	5,000	Sq. Ft.

Bids for this Contract must be submitted on complete bidding forms bound in the Contract documents. The successful bidder will be notified in writing.

To submit Proposals for this Contract, prospective bidders shall, on _____, 2010 meet the following requirements:

- Be prequalified by the Texas Department of Transportation (TxDOT) for bidding on State projects.
- Be registered with the State of Texas.
- Provide suitable evidence of prior experience for graffiti removal and painting and be able to provide written documentation of successfully completed similar contract work of no less than \$250,000 upon request.

Complete Contract documents will be available on Sunday, _____, 2010 (local time) after 1:00 p.m. for prospective bidders on the Authority's website (www.civcastusa.com).

Contract documents, without Standard Specifications or other referenced standards are available on the Authority's website (www.civcastusa.com). Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", 2004) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website.

The Authority strongly encourages contractors whose principle businesses are located in the Central Texas region, as well as minority-owned and women-owned businesses, to submit proposals for this contract.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Mike Heiligenstein, Executive Director
Austin, Texas

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

RESOLUTION NO. 10-17

**Award of Contract for Construction Services for 183-A Phase I
Shared Use Path**

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

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the “Project”) as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, an integral part of the Project is the provision of multi-modal transportation opportunities, including trails and paths for use by pedestrians and bicyclists along portions of the Project; and

WHEREAS, the CTRMA developed plans for a shared use path along portions of the Project in the vicinity of Brushy Creek, with the first phase extending northward to FM 1431 (the “Shared Use Path”); and

WHEREAS, in Resolution No. 07-53, dated August 27, 2007, the CTRMA Board of Directors authorized the procurement of construction services for the construction of the Shared Use Path at the appropriate time; and

WHEREAS, an invitation for bids for the construction of the Shared Use Path was issued, and bids were received on September 15, 2009; and

WHEREAS, in Resolution No. 09-68, dated October 28, 2009, the Board of Directors determined that it was in the best interest of the Authority to reject all bids received for construction services for the Shared Use Path and authorized staff to develop and issue a new invitation for bids for the desired services and to recommend to the Board of Directors the lowest best bidder; and

WHEREAS, a new invitation for bids for the construction of the Shared Use Path was issued, and on March 9, 2010, five (5) bid proposal packages were received and publically opened and read; and

WHEREAS, the bid proposal packages were reviewed, and it was determined that Greater Austin Development Company, Ltd. submitted the lowest responsive bid in the amount of \$2,065,109.38; and

WHEREAS, the CTRMA Executive Director, based on the recommendation of the CTRMA's General Engineering Consultant, recommends that a contract with Greater Austin Development Company, Ltd. be awarded for the construction of the Shared Use Path and a Notice of Award be issued, contingent upon the delivery by Greater Austin Development Company, Ltd. of all necessary documentation, bonds, and insurance certification.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts the recommendation of the Executive Director that a contract with Greater Austin Development Company, Ltd. be awarded for the construction of the Shared Use Path and a Notice of Award be issued, contingent upon the delivery by Greater Austin Development Company, Ltd. of all necessary documentation, bonds, and insurance certification; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with the invitation for bids, the CTRMA procurement policies, and the bid proposal package received from Greater Austin Development Company, Ltd., and that the Executive Director and CTRMA staff undertake all further actions necessary to cause the construction of the Shared Use Path to be initiated and completed.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-17
Date Passed: 03/31/10

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

RESOLUTION NO. 10-18

**Advance Funding Agreement with
Premas Global Leander I, LLC**

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

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project as its initial project, and the Project was constructed and opened for use by the traveling public on March 3, 2007; and

WHEREAS, shortly thereafter the CTRMA began the design and engineering of the northern extension of the main lanes of the 183-A Turnpike Project from RM 1431 to a point north of the intersection of 183-A and current FM 2243 (the “the 183-A Phase II Project”); and

WHEREAS, Premas Global Leander I, LLC (the “Landowner”) is the owner of a parcel of land located adjacent to a portion of the 183-A Phase II Project; and

WHEREAS, in connection with its development of the 183-A Phase II Project, the Landowner has requested that the CTRMA (i) relocate a proposed access ramp currently located at or near the northbound exit ramp to Crystal Falls Parkway (CR 272) (the “Ramp Relocation”), and (ii) widen a portion of the frontage road and install related curbing and drainage improvements at or near the northbound frontage road at Crystal Falls Parkway (CR 272) (the “Frontage Road Widening”); and

WHEREAS, the Landowner has agreed to fund a portion of the costs of the Ramp Relocation (and a portion of the soft costs relating thereto) and all of the costs of the Frontage Road Widening (and all of the soft costs relating thereto); and

WHEREAS, the CTRMA has determined that the Ramp Relocation, the Frontage Road Widening, and funding of same by the Landowner and/or CTRMA are in the best interest of the CTRMA and the citizens of Central Texas; and

WHEREAS, CTRMA staff recommends entry into an Advance Funding Agreement with the Landowner setting forth the responsibilities and obligations of the CTRMA and the Landowner with respect to Ramp Relocation, the Frontage Road Widening, and funding of the same, in the

form or substantially the same form attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes entry into an Advance Funding Agreement with the Landowner in the form or substantially the same form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director finalize and execute the Advance Funding Agreement on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-18
Date Passed: 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-18
Advance Funding Agreement with
Premas Global Leander I, LLC

THE STATE OF TEXAS §
 §
THE COUNTY OF WILLIAMSON§

ADVANCE FUNDING AGREEMENT

This Advance Funding Agreement, hereinafter called the "Agreement", is made by and between the Central Texas Regional Mobility Authority, a political subdivision, hereinafter called the "CTRMA", and Premas Global Leander I, LLC, hereinafter called the "Landowner."

WITNESSETH

WHEREAS, the Texas Transportation Code authorizes the creation of regional mobility authorities for purposes of constructing, maintaining, and operating one or more turnpike projects in a region of the State of Texas (the "State"); and

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

WHEREAS, the CTRMA is authorized by Section 370.033, Texas Transportation Code to study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects, including turnpike projects, individually or as one or more systems; and

WHEREAS, the CTRMA has constructed and is operating the initial phase of the 183-A Turnpike Project (the "183-A"); and

WHEREAS, the CTRMA is currently planning to develop Phase II of 183-A, which is an extension of the tolled mainlanes from approximately FM 1431 to north of RM 2243, a distance of approximately 5.1 miles (the "Northern Extension"); and

WHEREAS, the Landowner is the owner a parcel of land located adjacent to a portion of the Northern Extension; and

WHEREAS, in connection with its development of the Northern Extension, the Landowner has requested that the CTRMA (i) relocate a proposed access ramp currently located at or near the northbound exit ramp to Crystal Falls Parkway (CR 272) (the "Ramp Relocation") and (ii) widen a portion of the frontage road and install related curbing and drainage improvements at or near the northbound frontage roads at Crystal Falls Parkway (CR 272) (the "Frontage Road Widening") (the Ramp Relocation and the Frontage Road Widening being referred to collectively herein as the "Project"), and the Landowner has agreed to fund a portion of the design and construction costs associated with the Ramp Relocation and all of the design and construction costs associated with the Frontage Road Widening – See Attachment A for plans that show the Project; and

WHEREAS, the CTRMA has determined that the Ramp Relocation, the Frontage Road Widening and funding of same by the Landowner and/or CTRMA in accordance with this Agreement are in the best interest of the CTRMA and the citizens of Central Texas.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the CTRMA and the Landowner do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed, and the CTRMA and the Landowner will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The CTRMA will authorize the performance of only those Project items of work which the Landowner has requested and has agreed to pay for as described in Attachment B (Payment Provision and Work Responsibilities) which is attached to and made a part of this Agreement.

Contemporaneously with execution of this Agreement, the Landowner shall pay \$499,995.00 to the CTRMA for the Landowner's share of the costs of the Project.

Whenever funds are paid by the Landowner to the CTRMA under this Agreement, the Landowner shall remit a check made payable to the "Central Texas Regional Mobility Authority." The check shall be deposited by the CTRMA in an account to be maintained and managed by the CTRMA. Funds in the escrow account may only be applied by the CTRMA to the Project.

Article 3. Right of Access

If the Landowner is the owner of any part of the Project site, the Landowner shall permit the CTRMA or its authorized representatives access to the site at all times to perform any activities required to execute all work relating to the Project (the "Work").

Article 4. Adjustments Outside the Project Site

The Landowner will provide for all necessary rights-of-way and utility adjustments needed for performance of the Work on sites not owned or to be acquired by the State or the CTRMA.

Article 5. Responsibilities of the Parties

The CTRMA and the Landowner agree that neither party is an agent, servant, or employee of the other party and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Interest

The CTRMA will not pay interest on funds provided by the Landowner.

Article 7. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment B to this Agreement, the CTRMA will supervise and inspect the Work and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the Work will be the sole responsibility of the CTRMA. Unless otherwise specifically stated in Attachment B to this Agreement, the Work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State and/or the CTRMA.

Article 8. Increased Costs

This is a fixed price agreement and no additional funding will be required. However, if in the event changed site conditions are discovered, additional funding may be required as mutually agreed upon by the CTRMA and the Landowner.

- ◆ Upon completion of the Project, the CTRMA will perform an audit of the Project costs.

Article 9. Maintenance

Upon completion of the Project, the CTRMA will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment B to this Agreement.

Article 10. Termination

This Agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the CTRMA if it determines that the performance of the Project is not in the best interest of the CTRMA.

If the Agreement is terminated in accordance with the above provisions, the Landowner will be responsible for the payment of fifty percent (50%) of all costs incurred by the CTRMA with respect to the Ramp Relocation on behalf of the Landowner, and one hundred percent (100%) of all costs incurred by the CTRMA with respect to the Frontage Road Widening on behalf of the Landowner, up to the time of termination. In the event of any doubt as to whether any cost is related to the Ramp Relocation or the Frontage Road Widening, the CTRMA's determination of applicability of said costs shall control.

Article 11. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<p>Landowner:</p> <p>Premas Global Leander I, LLC 169 Saxony Rd Suite 108 Encinitas, CA 92024</p>	<p>CTRMA:</p> <p>Central Texas Regional Mobility Authority 301 Congress Avenue, Suite 650 Austin, Texas 78701</p>
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 12. Sole Agreement

In the event the terms of the Agreement are in conflict with the provisions of any other existing agreements between the Landowner and the CTRMA, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 13. Successors and Assigns

The CTRMA and the Landowner each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

Article 14. Amendments

By mutual written consent of the parties, this Agreement may be amended prior to its expiration.

Article 15. Auditor

The CTRMA's auditor may conduct an audit or investigation of any entity receiving funds from the CTRMA or the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the CTRMA's auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 16. Insurance

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

Article 17. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE CTRMA AND THE LANDOWNER have executed duplicate counterparts to effectuate this Agreement.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for the Executive Director for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Board of Directors of the CTRMA.

By _____
Name _____
Title _____

Date _____

LANDOWNER

By _____
Name _____
Title _____

Date _____

ATTACHMENT A

PROPOSED RAMP AND FRONTAGE ROAD PLANS



HORIZONTAL SCALE
0 50 100

NOTES:

1. ALL SIGNING AND STRIPING MUST ADHERE TO TYPICAL STANDARDS AND TAILORED UNLESS OTHERWISE APPROVED BY ENGINEER.
2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD MEASUREMENTS MAY BE NECESSARY TO COMPLY WITH APPLICABLE TYPICAL STANDARDS.
3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
4. REFER TO LARGE OUTSIDE SIGN LAYOUT FOR LARGE OUTSIDE SIGN DETAILS.
5. DELINEATORS ON BARRIERS HAVE BEEN SHOWN AND ARE NOT SHOWN ON PLANS FOR CLARITY. DELINEATORS WILL BE APPLIED ACCORDING TO TYPICAL STANDARD DRAWING (23-04).
6. INTERSECTION LANE CONTROL SIGNS FOR INTERSECTION SHALL BE PROVIDED BY OTHERS.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 69263 ON DATE: 12/2/2009

M. Lopez-Gomez, P.E.
M. Lopez-Gomez, P.E.

NO. DATE REVISION APPROVED

1 12/2/2009 ADJUSTED STRIPING AND SIGNING

RODRIGUEZ CONSULTING GROUP
CONSULTING ENGINEERS

URSA
3400 Abernethy Boulevard
Houston, Texas 77041
Tel: 281.454.4797 (F/T/W 40182)



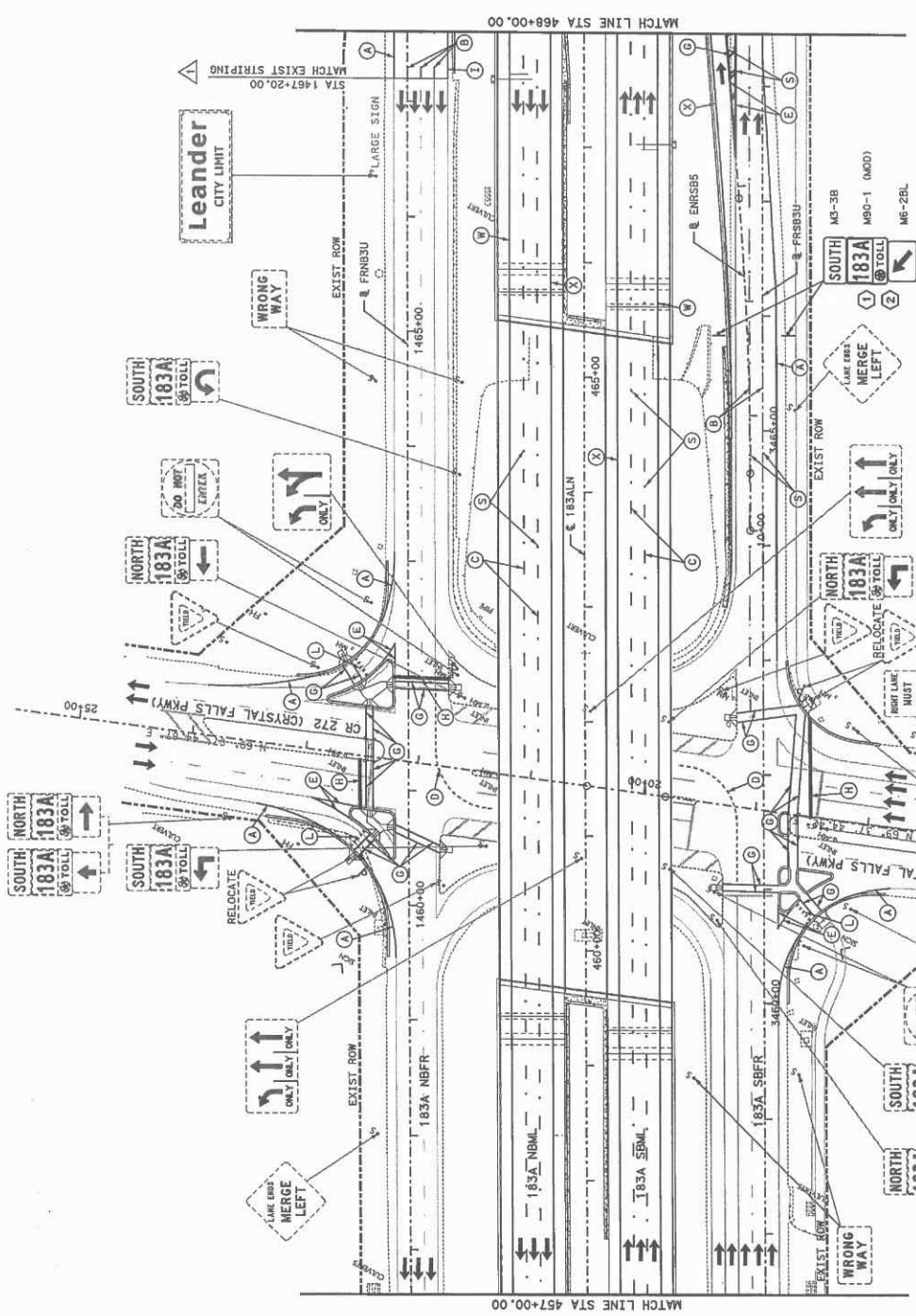
CENTRAL TEXAS
Regional Mobility Authority

183A EXTENSION SIGNING AND PAVEMENT MARKING

STA 457+00 TO STA 468+00

SHEET 17 OF 31 SHEETS
FEDERAL AID PROJECT NO. 10708
SHEET NO. 10708

DRAWN BY: STATE DIST. COUNTY
B.J.M. TEXAS AUSTIN WILLIAMSON
CHECKED BY: CIVIL SECT.
J.R.G. 0151 04 054 183A



- ### SIGNING, STRIPING & DELINEATION LEGEND
- (A) REF. PAV. MKR. TY I & II (W) (4'') (SLD)
 - (B) REF. PAV. MKR. TY I & II (W) (4'') (BRK)
 - (C) REF. PAV. MKR. TY I & II (W) (4'') (SHT 4 OF 31)
 - (D) REF. PAV. MKR. TY I & II (W) (4'') (SHT 4 OF 31)
 - (E) REF. PAV. MKR. TY I & II (W) (4'') (SHT 4 OF 31)
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 - (X) REF. PAV. MKR. TY I & II (W) (4'') (SHT 4 OF 31)

- (1) SMALL SIGN NUMBER
- (2) PROPOSED SMALL SIGN
- (3) PROPOSED SMALL SIGN RAIL MOUNT
- (4) EXISTING SIGN TO REMAIN
- (5) EXISTING SIGN TO BE RESET
- (6) EXISTING SIGN TO BE REMOVED
- (7) TRAFFIC FLOW

- (A) DEL. ASSM (D-SW) SZ 2 (WC) GND (BR)
- (B) ELIM. EXT. PAV. MARK. & MKRS (ARROW)
- (C) (W) PNT. SEALER 6" (SEE SHT 4 OF 31)
- (D) (W) PNT. SEALER 6" (SEE SHT 4 OF 31)
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- (W) (W) PNT. SEALER 6" (SEE SHT 4 OF 31)
- (X) (W) PNT. SEALER 6" (SEE SHT 4 OF 31)



- NOTES:**
1. ALL SIGNING AND STRIPING MUST ADHERE TO AASHTO STANDARDS AND MANAGER, UNLESS OTHERWISE APPROVED BY AN ENGINEER.
 2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE AND SMALL SIGN LOCATIONS ARE APPROXIMATE ADJUSTMENT MAY BE NECESSARY TO COMPLY WITH APPLICABLE TxDOT STANDARDS.
 3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
 4. REFER TO LARGE GUIDE SIGN LAYOUT FOR LARGE GUIDE SIGN DETAILS.
 5. DELINEATORS ON BARRIERS HAVE BEEN OBTAINED FROM THE TxDOT STANDARD SPECIFICATIONS AND ARE NOT SHOWN ON PLANS FOR CLARITY. DELINEATORS WILL BE APPLIED ACCORDING TO TxDOT STANDARD DRAWING (2)-04.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 89263 ON DATE: 10/28/2009

J.N. Rodriguez-Gomez
 J.N. RODRIGUEZ-GOMEZ, P.E.

NO.	DATE	REVISION	APPROVED

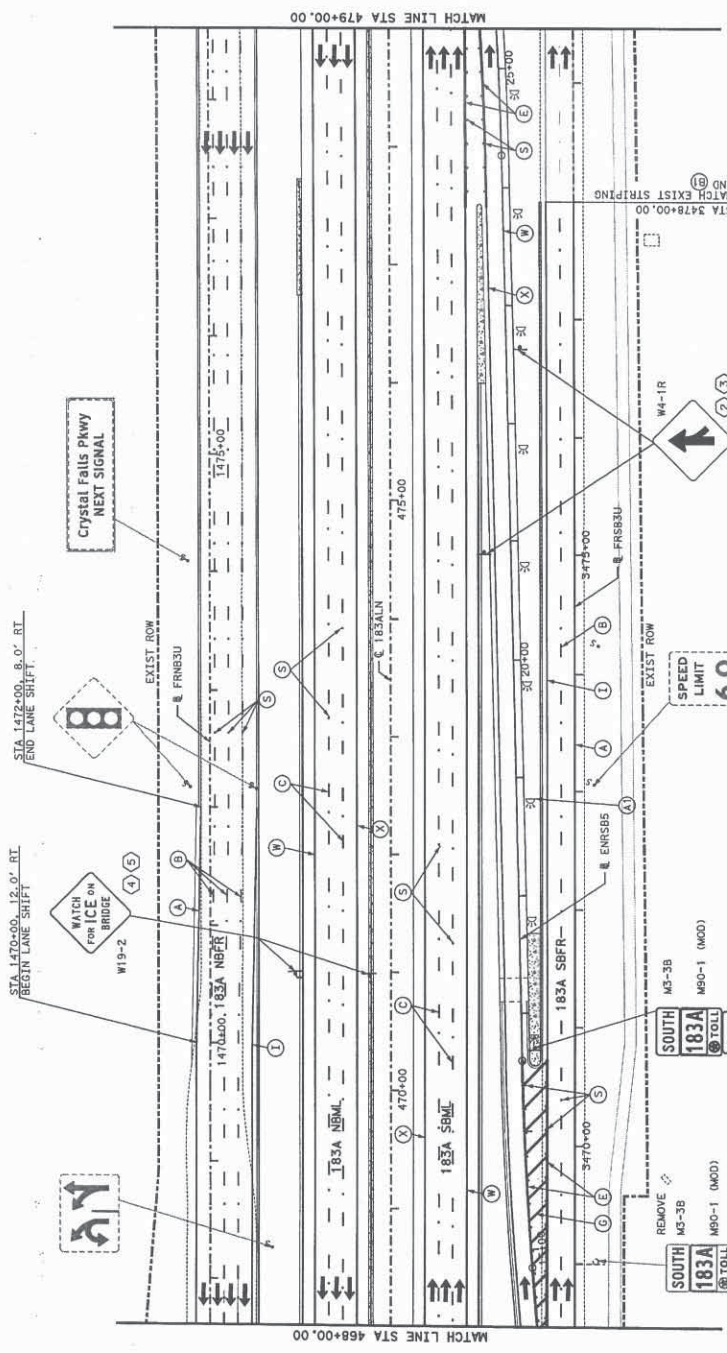
RODRIGUEZ-GOMEZ ENGINEERING GROUP
 CONSULTING ENGINEERS
 FORT WORTH, TEXAS

URS
 9400 Ashland Ave. Suite 400
 Austin, Texas 78758
 512-424-4101 / FTX 851823



183A EXTENSION SIGNING AND PAVEMENT MARKING
 STA 468+00 TO STA 479+00

DESIGNED BY: JRG	STATE: TEXAS	FEDERAL AID PROJECT NO.:	SHEET NO. 183A
DRAWN BY: JRG	COUNTY: WILLIAMSON	CONTRACT NO.:	TOTAL SHEETS 31
CHECKED BY: JRG	JOB NO.:	DATE: 10/28/2009	SCALE: AS SHOWN



SIGNING, STRIPING & DELINEATION LEGEND

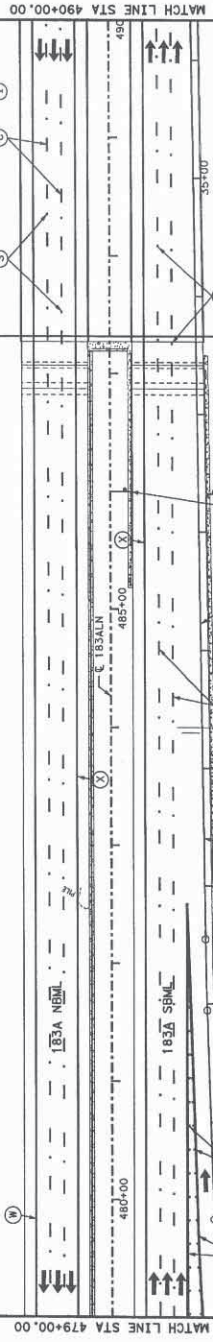
(A) REFLECTOR MARK TY I & II (W) (4") (SLD)	(L) REFLECTOR MARK TY I & II (W) (36") (YLD TRI)
(B) REFLECTOR MARK TY I & II (W) (4") (BRK)	(M) DEL. ASSM (D-SW) SZ 2 (WC) (GND GR)
(C) REFLECTOR MARK TY I & II (W) (4") (DOT)	(N) DELIM EXT PAV MARK & MKS
(D) REFLECTOR MARK TY I & II (W) (4") (DOT) W/ PAV SEALER 6" (SEE SHT 4 OF 31)	(O) SMALL SIGN NUMBER PROPOSED SMALL SIGN
(E) REFLECTOR MARK TY I & II (W) (4") (DOT)	(P) PROPOSED SMALL SIGN RAIL MOUNT
(F) REFLECTOR MARK TY I & II (W) (12") (LNDP)	(Q) EXISTING SIGN TO BE RESET
(G) REFLECTOR MARK TY I & II (W) (12") (SLD)	(R) EXISTING SIGN TO BE REMOVED
(H) REFLECTOR MARK TY I & II (W) (24") (SLD)	(S) EXISTING SIGN TO BE REMOVED
(I) REFLECTOR MARK TY I & II (Y) (4") (SLD)	(T) TRAFFIC FLOW
(J) REFLECTOR MARK TY I & II (Y) (4") (BRK)	
(K) REFLECTOR MARK TY I & II (Y) (24") (SLD)	

ALL PROPOSED STRIPING, RAISED PAVEMENT MARKINGS, AND STRIPING REMOVAL TO BE PERFORMED UNDER A SEPARATE CONTRACT THROUGH CTRMA.



NOTES:

1. ALL SIGNING AND STRIPING MUST ADHERE TO THE TEXAS MANUAL UNLESS OTHERWISE APPROVED BY ENGINEER.
2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD ADJUSTMENT MAY BE NECESSARY TO COMPLY WITH APPLICABLE TYPING STANDARDS.
3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
4. REFER TO LARGE OBJECT SIGN LAYOUT FOR REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
5. QUANTITIES IN THIS SUMMARY HAVE BEEN OBTAINED FROM THE SUMMARY OF QUANTITIES AND ARE NOT SHOWN ON PLANS FOR CLARITY. QUANTITIES WILL BE FINAL ACCORDING TO TYPING STANDARD DRAWN 121-041.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 69263 ON DATE: 10/30/2009

J.N. Rodriguez-Comez
J.N. RODRIGUEZ-COMEZ, P.E.
U.N. 183A EXTENSION, P.C.

NO.	DATE	REVISION	APPROVED

RODRIGUEZ INTERNATIONAL GROUP
CONSULTING ENGINEERS



9400 Memorial Boulevard
Dallas, Texas 75246-1797 (F/T/W 972)63



**183A EXTENSION
SIGNING AND
PAVEMENT MARKING**
STA 479+00 TO STA 490+00

DESIGNED BY: JRC	PROJECT NO.: 183A	SHEET NO.: 1072R
DRAWN BY: G	FEDERAL AID PROJECT NO.:	
CHECKED BY: JRC	STATE: TEXAS	COUNTY: WILLIAMSON
JRC	0151	04
		054
		183A

SIGNING, STRIPING & DELINEATION LEGEND

- (A) REFLECTOR MARK TY I & II (W) (4") (SLD)
- (B) REFLECTOR MARK TY I & II (W) (4") (BRK)
- (C) REFLECTOR MARK TY I & II (W) (4") (S)
- (D) REFLECTOR MARK TY I & II (W) (4") (G)
- (E) REFLECTOR MARK TY I & II (W) (4") (LNDP)
- (F) REFLECTOR MARK TY I & II (W) (12") (SLD)
- (G) REFLECTOR MARK TY I & II (W) (24") (SLD)
- (H) REFLECTOR MARK TY I & II (Y) (4") (SLD)
- (I) REFLECTOR MARK TY I & II (Y) (4") (BRK)
- (J) REFLECTOR MARK TY I & II (Y) (24") (SLD)
- (K) REFLECTOR MARK TY I & II (Y) (24") (BRK)
- (L) REFLECTOR MARK TY I & II (W) (36") (YLD TRI)
- (M) REFLECTOR MARK TY I & II (W) (48") (NOSE)
- (N) REFLECTOR MARK TY I & II (W) (ARROW)
- (O) REFLECTOR MARK TY I & II (W) (WORD)
- (P) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (Q) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (R) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (S) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (T) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (U) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (V) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (W) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (X) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (Y) REFLECTOR MARK TY I & II (W) (TURN ARW)
- (Z) REFLECTOR MARK TY I & II (W) (TURN ARW)

ALL PROPOSED STRIPING, RAISED PAVEMENT MARKINGS, AND STRIPING REMOVAL TO BE PERFORMED UNDER A SEPARATE CONTRACT THROUGH CTRMA.



- NOTES:
1. ALL SIGNING AND STRIPING MUST ADHERE TO THE TEXAS MANUAL ON SIGNING UNLESS OTHERWISE APPROVED BY ENGINEER.
 2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD ADJUSTMENT MAY BE NECESSARY TO COMPLY WITH APPLICABLE TABOOT STANDARDS.
 3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
 4. REFER TO LARGE GUIDE SIGN LAYOUT FOR LARGE GUIDE SIGN DETAILS.
 5. DELINEATORS ON BARRIERS HAVE BEEN AND ARE NOT SHOWN ON PLANS FOR CLARITY. DELINEATORS WILL BE FILLED ACCORDING TO TABOOT STANDARD DRAWN (27)-04.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 69263 ON DATE: 10/30/2009

J.N. Rodriguez-Gomez
J.N. RODRIGUEZ-GOMEZ, P.E.

NO.	DATE	REVISION	APPROVED

RODRIGUEZ-TORRES CONSULTING GROUP
CONSULTING ENGINEERS

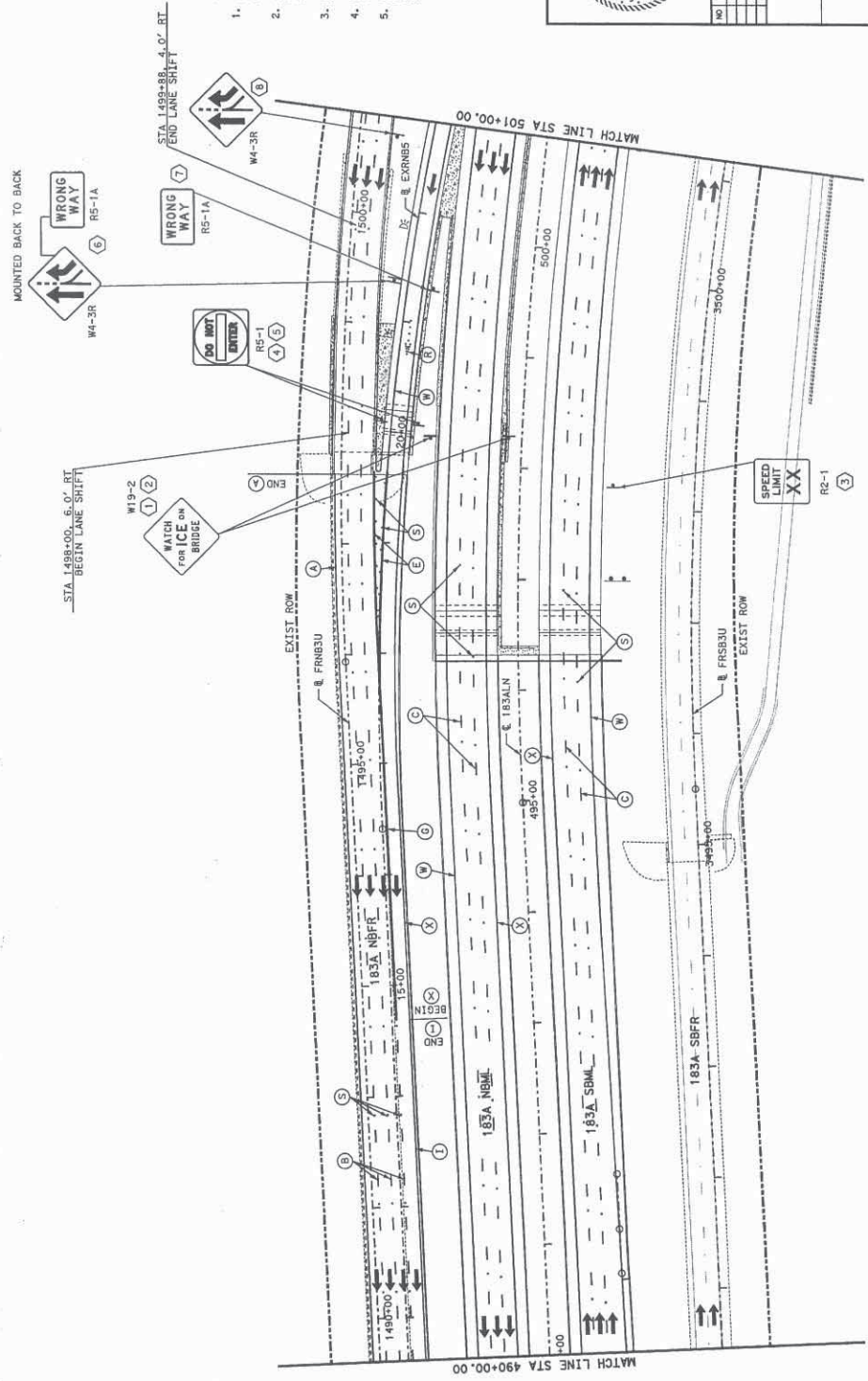
URS
9400 Meridian Boulevard
Dallas, Texas 75243
817.454.4787 (F/T/W) 817.482

CENTRAL TEXAS
Regional Mobility Authority

**183A EXTENSION
SIGNING AND
PAVEMENT MARKING**

STA 490+00 TO STA 501+00

SHEET NO.	1073R
TOTAL SHEETS	31
DATE	10/30/2009
PROJECT NO.	183A
COUNTY	WILLIAMSON
CITY	
STATE	TEXAS
DATE	01/15/04
ISSUE NO.	054
PROJECT NO.	183A



SIGNING, STRIPING & DELINEATION LEGEND

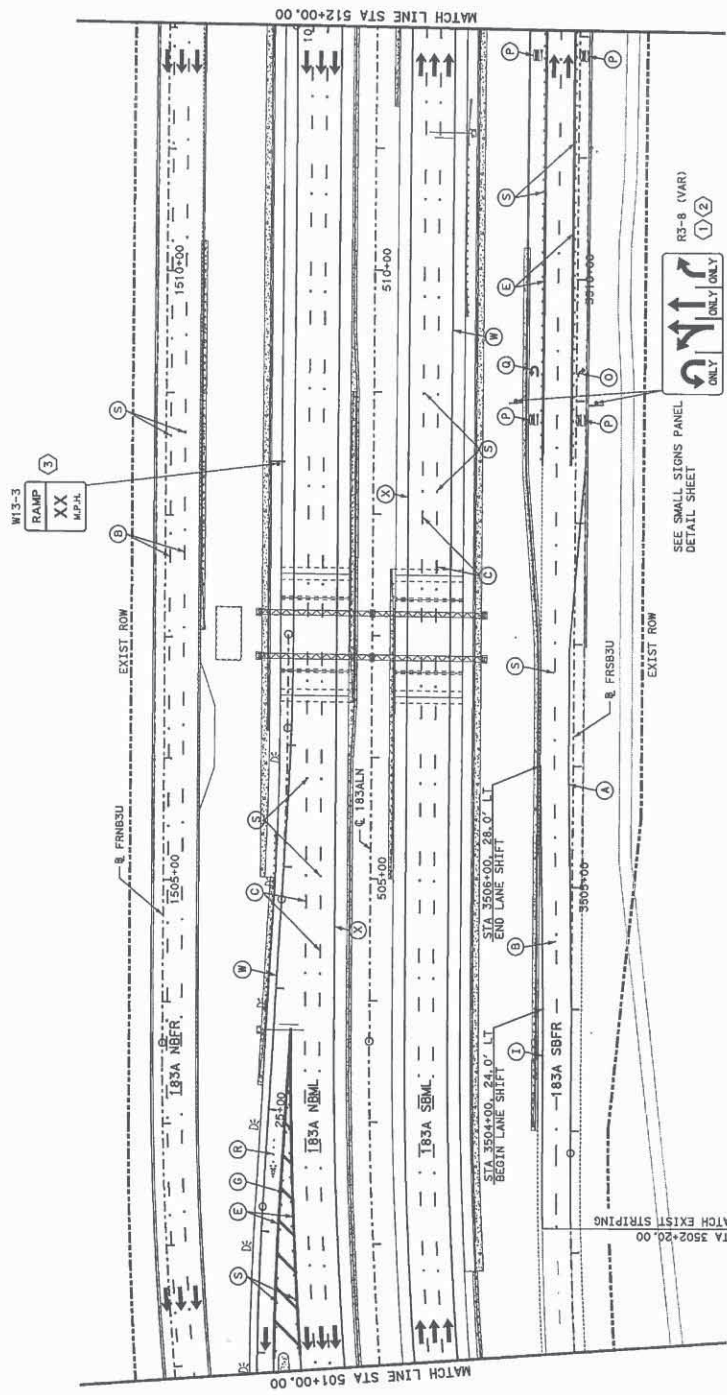
(A) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (SLD)	(L) REFLECTIVE PAVEMENT MARKING TY I & II (W) (36'*) (YLD TRI)
(B) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (BRK)	(M) DEL. ASSM. (D-SW) SZ 2 (WC) (GND) (GR)
(C) REFLECTIVE PAVEMENT MARKING TY I (W) & (SLK) (6'*) (BRK)	(N) DEL. EXT. PAV. MARK. & MARKS
(D) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (GND)	(O) SMALL SIGN NUMBER
(E) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (GND)	(P) PROPOSED SMALL SIGN
(F) REFLECTIVE PAVEMENT MARKING TY I & II (W) (12'*) (SLD)	(Q) EXISTING SMALL SIGN RAIL MOUNT
(G) REFLECTIVE PAVEMENT MARKING TY I & II (W) (12'*) (SLD)	(R) EXISTING SIGN TO REMAIN
(H) REFLECTIVE PAVEMENT MARKING TY I & II (W) (24'*) (SLD)	(S) EXISTING SIGN TO BE RESET
(I) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (BRK)	(T) EXISTING SIGN TO BE REMOVED
(J) REFLECTIVE PAVEMENT MARKING TY I & II (W) (4'*) (BRK)	(U) TRAFFIC FLOW
(K) REFLECTIVE PAVEMENT MARKING TY I & II (W) (24'*) (SLD)	

ALL PROPOSED STRIPING, RAISED PAVEMENT MARKINGS, AND STRIPING REMOVAL TO BE PERFORMED UNDER A SEPARATE CONTRACT THROUGH CTRMA.



HORIZONTAL SCALE
0 50 100

- NOTES:
1. ALL SIGNING AND STRIPING MUST ADHERE TO TxDOT STANDARDS AND TAUGHT UNLESS OTHERWISE APPROVED BY ENGINEER.
 2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE AND FIELD ADJUSTMENTS MAY BE NECESSARY TO COMPLY WITH APPLICABLE TxDOT STANDARDS.
 3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
 4. REFER TO LARGE GUIDE SIGN LAYOUT FOR LARGE GUIDE SIGN DETAILS.
 5. DELINEATORS ON BARRIERS HAVE BEEN QUANTIFIED IN THE SUMMARY OF QUANTITIES AND ARE NOT SHOWN ON PLANS FOR CLARITY. SEE TYPICAL SECTION FOR QUANTITIES ACCORDING TO TxDOT STANDARD DRAWING (21-04).



SEE SMALL SIGNS PANEL
DETAIL SHEET

RS-8 (VAR)
① ②

SIGNING, STRIPING & DELINEATION LEGEND

(A)	REFL PAV MKR TY I & II (W) (4") (SLD)	(L)	REFL PAV MKR TY I & II (W) (36") (YLD TR)
(B)	REFL PAV MKR TY I & II (W) (4") (BRK)	(M)	REFL PAV MKR TY I & II (W) (MED NOSE)
(C)	REFL PAV MKR TY I (W) & (BLK) (6") (BRK)	(N)	REFL PAV MKR TY I & II (W) (ARROW)
(D)	REFL PAV MKR TY I & II (W) (4") (DOT)	(O)	REFL PAV MKR TY I & II (W) (WORD)
(E)	REFL PAV MKR TY I & II (W) (8") (SLD)	(P)	REFL PAV MKR TY I & II (W) (TURN ARW)
(F)	REFL PAV MKR TY I & II (W) (12") (LNDP)	(Q)	REFL PAV MKR TY I & II (W) (UTURN ARW)
(G)	REFL PAV MKR TY I & II (W) (24") (SLD)	(R)	REFL PAV MKR TY I-R
(H)	REFL PAV MKR TY I & II (W) (24") (SLD)	(S)	REFL PAV MKR TY II-C-R
(I)	REFL PAV MKR TY I & II (Y) (4") (SLD)	(T)	REFL PAV MKR TY II-A-A
(J)	REFL PAV MKR TY I & II (Y) (4") (BRK)	(U)	REFL PAV MKR TY I (W) (LNDP ARW)
(K)	REFL PAV MKR TY I & II (Y) (24") (SLD)	(V)	REFL PAV MKR TY I & II (W) (6") (SLD)
(L)	REFL PAV MKR TY I & II (Y) (24") (BRK)	(W)	REFL PAV MKR TY I & II (Y) (4") (SLD)
(M)	REFL PAV MKR TY I & II (Y) (24") (SLD)	(X)	REFL PAV MKR TY I & II (Y) (6") (SLD)
(N)	REFL PAV MKR TY I & II (Y) (24") (BRK)	(Y)	REFL PAV MKR TY I & II (Y) (6") (SLD)

(A) DEL ASSM (D-SWISZ 2 (WC) GND (BR)
 (B) ELIM EXT PAV MARK & MKRS
 (C) PROPOSED SMALL SIGN
 (D) PROPOSED SMALL SIGN RAIL MOUNT
 (E) EXISTING SIGN TO REMAIN
 (F) EXISTING SIGN TO BE RESET
 (G) EXISTING SIGN TO BE REMOVED
 (H) TRAFFIC FLOW

ALL PROPOSED STRIPING, RAISED PAVEMENT MARKINGS, AND STRIPING REMOVAL TO BE PERFORMED UNDER A SEPARATE CONTRACT THROUGH CTRMA.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 69263 ON DATE: 12/22/2009

Wladimir Lopez
J.N. RODRIGUEZ-LOPEZ, P.E.

STATE OF TEXAS
J.N. RODRIGUEZ-LOPEZ
183A EXTENSION
PROFESSIONAL ENGINEER

NO DATE // // APPROVED
1 12/22/09 REGISTERED STRIPING AND BL LIMITS JOB

RODRIGUEZ-LOPEZ GROUP
CONSULTING ENGINEERS

URS
6400 Westpark Drive, Suite 100
Austin, Texas 78739
512-454-4997 (if fax 512)

CENTRAL TEXAS
Regional Mobility Authority

**183A EXTENSION
SIGNING AND
PAVEMENT MARKING**
STA 501+00 TO STA 512+00

DESIGNED BY: J.N. RODRIGUEZ-LOPEZ SHEET 21 OF 31 SHEETS
FEDERAL AID PROJECT NO. 107AR

DRAWN BY: STATE 6 COUNTY WILLIAMSON
BLM TEXAS AUST JOB HIGHWAY NO. 183A
CHECKED BY: DATE 05/11/04 JOB 054



HORIZONTAL SCALE
0 50 100

- NOTES:
1. ALL SIGNING AND STRIPING MUST ADHERE TO TxDOT STANDARDS AND TxDOT, UNLESS OTHERWISE APPROVED BY ENGINEER.
 2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. SMALL SIGN FIELD WIDTHS SHALL BE APPLIED TO ALL TYPICAL TxDOT STANDARDS.
 3. REFER TO TYPICAL SECTIONS FOR LANE WIDTHS.
 4. REFER TO LARGE GUIDE SIGN LAYOUT FOR LARGE GUIDE SIGN DETAILS.
 5. DELINEATORS ON BARRIERS HAVE BEEN QUANTIFIED IN THE SUMMARY OF QUANTITIES ATTACHED TO THIS SHEET. FOR CHANGES, DELINEATORS WILL BE APPLIED ACCORDING TO TxDOT STANDARD DRAW (121-04).



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PE # 69263 ON DATE: 10/28/2009

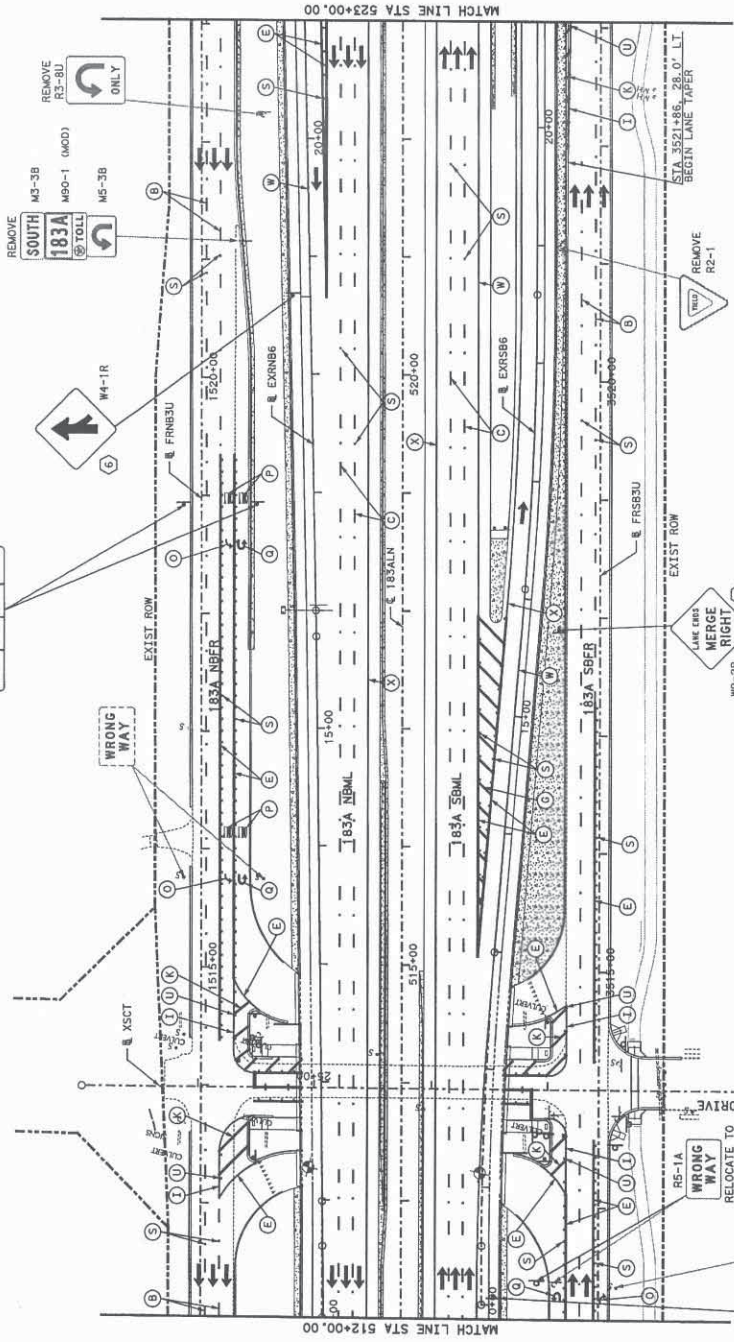
L. N. Rodriguez-Gomez, P.E.

NO.	DATE	REVISION	APPROVED



CENTRAL TEXAS Regional Mobility Authority	
183A EXTENSION SIGNING AND PAVEMENT MARKING	
STA 512+00 TO STA 523+00	
DESIGNED BY: JRC	FEDERAL AID PROJECT NO.: 10750R
DRAWN BY: JRC	COUNTY: WILLIAMSON
CHECKED BY: JRC	SECTION: HIGHWAY NO. 183A
JRC	0151 04 054 183A

SEE SMALL SIGNS PANEL
DETAIL SHEET
R3-8 (VAR)



SIGNING, STRIPING & DELINEATION LEGEND

(A) REF PAV MKR TY I & II (W) (4'*) (SLD)	(L) REF PAV MKR TY I & II (W) (36'*) (YLD TR)
(B) REF PAV MKR TY I & II (W) (4'*) (BRK)	(M) DEL ASSN (D-SW) S2 2 (WC) (ND) (GR)
(C) REF PAV MKR TY I & II (W) (4'*) (BLK) (6'*) (BRK)	(N) ELIM EXT PAV MARK & MKRS
(D) W/ PAV SEALER 6" (SEE SHT 4 OF 31)	(O) SMALL SIGN NUMBER
(E) REF PAV MKR TY I & II (W) (4'*) (DOT)	(P) PROPOSED SMALL SIGN RAIL MOUNT
(F) REF PAV MKR TY I & II (W) (8'*) (SLD)	(Q) EXISTING SIGN TO REMAIN
(G) REF PAV MKR TY I & II (W) (12'*) (LNDP)	(R) EXISTING SIGN TO BE RESET
(H) REF PAV MKR TY I & II (W) (12'*) (SLD)	(S) EXISTING SIGN TO BE REMOVED
(I) REF PAV MKR TY I & II (W) (12'*) (SLD)	(T) TRAFFIC FLOW
(J) REF PAV MKR TY I & II (Y) (4'*) (SLD)	
(K) REF PAV MKR TY I & II (Y) (4'*) (BRK)	
(L) REF PAV MKR TY I & II (Y) (24'*) (SLD)	
(M) REF PAV MKR TY I & II (Y) (4'*) (SLD)	
(N) REF PAV MKR TY I & II (Y) (4'*) (BRK)	
(O) REF PAV MKR TY I & II (Y) (24'*) (SLD)	

ALL PROPOSED STRIPING, RAISED PAVEMENT MARKINGS, AND STRIPING REMOVAL TO BE PERFORMED UNDER A SEPARATE CONTRACT THROUGH CTRMA.

ATTACHMENT B

Payment Provision and Work Responsibilities

The Landowner will pay a fixed price for the cost of 50% of the cost associated with the Ramp Relocation and 100% of the cost associated with the Frontage Road Widening. The Landowner's participation is 50% of the cost of the Ramp Relocation and 100% of the cost of the Frontage Road Widening. The Landowner's fixed cost of the Work is \$499,995, including construction items and engineering. The CTRMA has summarized the Project costs as follows:

Description	Total Estimate Cost	Landowner Participation	
		%	Cost
Construction and Design relating to Ramp Relocation	\$744,181	50%	\$372,091
Construction and Design relating to Frontage Road Widening	\$127,904	100%	\$127,904
TOTAL	\$872,085		\$499,995

Landowner's Participation of Ramp Relocation (50%) = \$372,091

Landowner's Participation of Frontage Road Widening (100%) = \$127,904

It is further understood that the CTRMA will include only those items for the improvements as requested and required by the Landowner. This is a fixed price and no additional funding will be requested. However, if in the event changed site conditions are discovered, additional funding may be required as mutually agreed upon by the CTRMA and the Landowner.

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

RESOLUTION NO. 10-19

**Asset Management Agreement with
CityView Asset Management Services, LLC**

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 CTRMA identified the 183-A Turnpike Project as its initial project, and the Project was constructed and opened for use by the traveling public on March 3, 2007; and

WHEREAS, shortly thereafter the CTRMA began the design and engineering of the northern extension of the main lanes of the 183-A Turnpike Project from RM 1431 to a point north of the intersection of 183-A and current FM 2243 (the “the 183-A Phase II Project”); and

WHEREAS, AE Capital Advisors facilitated the investment of certain debt in connection with the financing of the 183-A Phase II Project; and

WHEREAS, as a condition of its investment, AE Capital Advisors required that the CTRMA retain an asset manager to provide certain asset management services with respect to the 183-A Phase II Project, including monitoring of the progress of the project and advising on financial market conditions and opportunities for structuring and/or restructuring of project financing; and

WHEREAS, CTRMA staff and consultants have negotiated the terms of an Asset Management Agreement with CityView Asset Management Services, LLC, attached hereto as Attachment “A”, for the provision of the required asset management services and recommend execution of the Asset Management Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves entry into the an Asset Management Agreement with CityView Asset Management Services, LLC in the form or substantially the same form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the Asset Management Agreement on behalf of the CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-19
Date Passed: 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-19
Asset Management Agreement with
CityView Asset Management Services, LLC

ASSET MANAGEMENT AGREEMENT

This ASSET MANAGEMENT AGREEMENT (the "**Agreement**") is made as of April 1, 2010, by and among CityView Asset Management Services, LLC, a Delaware limited liability company (the "**Manager**") and Central Texas Regional Mobility Authority (the "**Client**").

WHEREAS, the Client, directly or indirectly through affiliates and/or contractors, is planning, designing, engineering, developing and constructing (a) a new 5.1 mile six lane toll facility, extending FM 1431 to RM 2243, known as the 183-A Phase II Project, as an extension to the existing 183-A Turnpike Facility and/or (b) a new 6.2 mile six lane toll facility, extending from East of US 183 to East of FM 734 (Parmer Lane), known as the 290 East Project (the "**Project**");

WHEREAS, AE Capital Advisors, working with the Manager, facilitated the investment of certain debt in connection with the financing of the Project;

WHEREAS, as a condition of that investment, AE Capital Advisors required that the Client retain the Manager to provide the services as described herein as a benefit to Client and for the purpose of monitoring the Project in which AE Capital Advisors has facilitated a substantial investment; and

WHEREAS, the Client has agreed with the condition of AE Capital Advisors' investment and desires to retain the Manager to provide certain required asset management services with respect to the Project, including advising on structuring and/or restructuring the financing of the Project and monitoring the progress of the Project, in each case, as more particularly set forth and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Client and the Manager agree as follows:

1. **Services.** The Manager shall provide the Client with the asset management services relating to the Project set forth on Exhibit A attached hereto (the "**Services**"), as such Exhibit A may be revised from time to time as agreed to in writing by Client and Manager.
2. **Term of Relationship.** The term of this Agreement shall commence on April 1, 2010 (the "**Effective Date**") and shall continue until the earliest to occur of any of the events set forth in Section 5(a) (the "**Term**").
3. **Management Fee.** A management fee (the "**Management Fee**") shall be payable to the Manager, in consideration for providing the Services to the Client, in an amount equal to the sum of two hundred thousand dollars (\$200,000.00). The Client shall pay the Management Fee to the Manager on a quarterly basis and in six (6) installments of thirty-three thousand three hundred and thirty three dollars and thirty three cents (\$33,333.33) each, such that one (1) installment shall be due and payable on the first day of each calendar quarter commencing on the Effective Date and ending upon July 1, 2011. Notwithstanding the foregoing, the Client may elect to accelerate and pay in advance any portion of the Management Fee payable to the Manager hereunder. The obligations of Client under this Section 3 shall survive any termination of this Agreement.

4. **Confidentiality.** During the Term of this Agreement and for one (1) year thereafter, the Manager will maintain in confidence and will not, without the prior written consent of the Client, use (except in the course of performance of the Services pursuant to this Agreement) or disclose or make available to others any fact or information which was disclosed to the Manager by the Client or any of its employees, directors, officers, designees, accountants, advisors or attorneys (collectively, the “**Client’s Representatives**”), or developed by the Manager, the Manager’s Representatives (as defined below), the Client or the Client’s Representatives during the course of, and in connection with the performance of, the Services and which is not publicly available or otherwise generally known to the public, including information and facts concerning specific business plans, partners, investors, affiliates or others, financial information, research and development, work product or any other confidential information of the Client, relating to the Project, or having become known by, the Manager in the course of, and in connection with the performance of, the Services (“**Confidential Information**”); provided, however that Confidential Information may be disclosed to the Manager’s employees, directors, officers, designees, accountants, advisors and attorneys (collectively, the “**Manager’s Representatives**”) who need to know such information in connection with the provision of the Manager’s Services pursuant to this Agreement (it being understood that, prior to the disclosure of any Confidential Information, such Manager’s Representatives shall have been advised of this Agreement). Notwithstanding the foregoing, the Manager and the Manager’s Representatives may deliver or disclose Confidential Information to effect compliance with any law, rule, regulation or order applicable to the Manager or in response to any subpoena or other legal process.

5. **Termination.**

(a) Subject to Sections 5(b), this Agreement and the Manager’s engagement under this Agreement shall terminate upon the date that is twenty four (24) months from the Effective Date.

(b) The Client may immediately terminate this Agreement for Cause by giving written notice to the Manager. Any one or more of the following events by the Manager shall constitute “**Cause**”: (a) any willful misconduct, gross negligence or fraud by the Manager with respect to the performance of the Services; or (b) any material and knowing breach by the Manager of the terms of this Agreement and, if subject to cure, such breach remains uncured after thirty (30) days from the date on which the Client notifies the Manager in writing of such breach.

(c) Upon termination of this Agreement, and except as otherwise provided herein, neither the Manager nor the Client shall have any further obligations under this Agreement, the Manager shall not be required to perform the Services from and after such termination and no further payments shall be payable to the Manager other than any Management Fee earned through the date of the termination, which obligation shall survive such termination.

6. **Representations and Warranties.**

(a) **Representations and Warranties of Client.** The Client hereby

represents and warrants to Manager that: (a) the Client is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to enter into and perform this Agreement; (b) the Client is fully authorized under the instruments and laws governing the Client to enter into this Agreement; (c) the execution and performance of this Agreement by the Client will not conflict with, or result in a breach of any agreement or instrument to which the Client is subject; and (d) the terms of this Agreement and obligations to be performed hereunder are in conformity with the applicable laws governing the Client.

(b) **Representations and Warranties of Manager.** Manager hereby represents and warrants to the Client that: (a) Manager is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to enter into this Agreement; (b) Manager is fully authorized under the instruments and laws governing Manager to enter into and perform this Agreement; (c) the execution and performance of this Agreement will not conflict with, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, or result in any violation of, any agreement or instrument to which Manager is a party or may be subject; and (d) the terms of this Agreement and obligations to be performed hereunder are in conformity with the applicable laws governing Manager.

7. **Indemnification.** The Manager shall indemnify, hold harmless and defend the Client and each of the Client's Representatives against any and all Liabilities arising out of or connected with any material and knowing breach of this Agreement by the Manager or the Manager's Representatives or the gross negligence, bad faith or willful misconduct by the Manager or any of the Manager's Representatives. The obligations of Manager under this Section 7 shall survive any termination of this Agreement.

8. **Miscellaneous.**

(a) **Independent Contractors; No Joint Venture or Partnership.** The Client and the Manager are contractors independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties entering into any form of partnership, joint venture, collective investment vehicle or any other legal structure or arrangement. Neither party shall be deemed to have a fiduciary duty to the other party.

(b) **Compliance with Laws.** The Manager agrees to perform all Services hereunder in accordance with all applicable laws, statutes, regulations, ordinances and policies.

(c) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law. Any and all disputes arising hereunder shall be resolved exclusively in the state or federal courts located in the State of Texas, and the parties hereto consent to the exclusive personal and subject matter jurisdiction thereof.

(d) Severability. If any provision of this Agreement, or the application thereof, is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

(e) Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. No provision of this Agreement may be amended, modified, or waived except by written agreement signed by the parties hereto.

(f) Assignments. Neither this Agreement, nor the rights or obligations hereunder, may be assigned or subcontracted by either party without the written consent of the other party. This Agreement shall be binding upon the Client and Manager and their successors and permitted assigns.

(g) Entire Agreement. This Agreement is an integrated document and constitutes and contains the complete understanding and agreement of the parties with respect to the subject matter addressed herein, and supersedes and replaces all prior negotiations and agreements, whether written or oral, concerning the subject matter hereof.

(h) Construction. The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement. As used herein, the singular shall include the plural, the masculine gender shall include the feminine and neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires. The words "hereof", "herein", and "hereunder", and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as otherwise specifically described in this Agreement, the words and phrases "including," "shall include," "inclusive of" and words and phrases of similar import are deemed to be followed by "without limitation" or "but not limited to."

(i) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. The exchange of signature pages by facsimile or Portable Document Format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

(j) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent, postage prepaid, by registered, certified or express mail by reputable overnight courier service or by telecopier and shall be deemed given when so delivered by hand or, if mailed, three (3) days after mailing (one (1) day in the case of express mail or overnight courier service). The provisions of this

Section 8(j) shall not prohibit the giving of written notice in any other manner; provided that in any such case any such written notice shall be deemed given only when actually received.

If to the Client:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701
Telephone: (512) 996-9778
Facsimile: (512) 996-9784
Attention: William Chapman, CFO

If to the Manager:

CityView Asset Management Services, LLC
10877 Wilshire Boulevard
Suite 1200
Los Angeles, CA 90024
Telephone: (310) 566-8700
Facsimile (310) 566-8701
Attention: Victor Miramontes

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day, month and year first above written.

CLIENT:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name:
Title:

[signatures continue on next page]

MANAGER:

**CITYVIEW ASSET MANAGEMENT
SERVICES, LLC**

By: _____

Exhibit A

Asset Management Services

- Attend periodic Central Texas Regional Mobility Authority board meetings relating to the Project
- Attend Central Texas Regional Mobility Authority Board meetings relating to its general operations, as deemed necessary by Manager or as requested by Client
- Attend material Project construction review meetings, as deemed necessary by Manager, or as reasonably requested by Client, in connection with the provision of the Services
- Review written summary Project status reports provided to Client
- Review Project construction status review documents, as deemed necessary by Manager or as reasonably requested by Client in connection with the provisions of the Services
- Provide periodic Project status updates to AE Capital Advisors via telephone, meeting or written report, at Manager's discretion
- Communicate specific Project information, at the Client's request, in meetings and communications with AE Capital Advisors
- Coordinate with Client, at Client's request, with respect to any public communication of the Project's status
- Meet with Client, at Client's request, to discuss structuring or restructuring of financing for the Project
- Provide to Client periodic updates on financial market conditions and potential opportunities to enhance Project financing

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

RESOLUTION NO. 10-20

**Supplement No. 1 to Work Authorization No. 1 with LJA
for Engineering and Design Services**

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 Turnpike Project (the “Project”); and

WHEREAS, in Resolution No. 07-70, dated December 7, 2007, the CTRMA Board of Directors authorized CTRMA staff to initiate the process for procuring design and engineering services for the design and engineering of the Project in three segments; and

WHEREAS, in Resolution No. 08-16, dated March 26, 2008, the Board of Directors authorized entering into a contract with LJA Engineering & Surveying, Inc. (“LJA”) for the design and engineering of Segment 2 of the Project; and

WHEREAS, the CTRMA executed a contract, including Work Authorization No. 1, with LJA for the design and engineering of Segment 2; and

WHEREAS, the CTRMA subsequently determined that it would be beneficial to allow for segregation of the originally defined Segment 2 into two separate projects, Segment 1A and the new Segment 2 of the Project; and

WHEREAS, the segregation of the Project necessitates certain changes to the scope of services under Work Authorization No. 1 with LJA; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Supplement No. 1 to Work Authorization No. 1 under the contract with LJA (“Supplement No. 1”), which sets forth a revised scope of services for engineering and design services for Segments 1A and 2 of the Project; and

WHEREAS, it is necessary that the Board of Directors approve Supplement No. 1 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Supplement No. 1 and the related Scope of Services in the form or substantially the same form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Supplement No. 1 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Supplement No. 1 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 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-20
Date Passed 03/31/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-20
SUPPLEMENT NO. 1 TO LJA WORK AUTHORIZATION NO. 1

ATTACHMENT C
C-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and LJA Engineering & Surveying, Inc. ("LJA"), (the Engineer) dated 07.30.08.

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

Part I. The Engineer will perform engineering services generally described as transportation engineering and design services for the 290 East Toll Project - Segments 01A and 2 (approximate limits from just west of Tuscany Way to just west of FM 3177) in accordance with the project description attached hereto and made a part of this Supplemental Work Authorization. The Engineer will provide the services outlined in the attached Exhibit B-1 modified to complete 100% PS&E for Segment 01A and a 60% PS&E for Segment 2.

Part II. The maximum amount payable for services, as modified under this Supplemental Work Authorization is \$8,156,176.00 which is \$339,483.00 less than the Lump Sum amount of the original Work Authorization. This amount is based upon the Engineer's revised estimated Work Authorization fee included in Exhibit D-1, Fee Schedule, which is attached and made a part of this Supplemental Work Authorization. The basis for payment will remain as shown in Exhibit D of the original Work Authorization.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1, not hereby amended, are to remain in full force and effect.

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

LJA ENGINEERING & SURVEYING, INC.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

By: _____

Name: Jeff Collins, P.E.

Name: _____

Title: Senior Vice President

Title: _____

Date: _____

Date: _____

LIST OF EXHIBITS (amended)

Exhibit A-1	Services to be provided by the Authority
Exhibits B-1	Supplemental Services to be provided by the Engineer
Exhibit C-1	Work Schedule
Exhibit D-1	Fee Schedule
Attachment H-2	DBE Sub-provider Form

EXHIBIT A-1

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. Payment for work performed by the Engineer and accepted by the Authority.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
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. Provide available existing ROW plans.
6. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
7. 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.
8. Provide Project Design Manual and CADD Design Manual.
9. Attend the Design Concept Conference to approve design criteria.
10. Attend and participate in progress meetings as required.
11. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.

EXHIBIT B-1
SEGMENT #01A and SEGMENT #2 – LJA Engineering & Surveying, Inc.

SUPPLEMENTAL SCOPE OF SERVICES
TO BE PROVIDED BY THE SEGMENT ENGINEER

Amend Exhibit B, Scope of Services, to provide a 100% PS&E for Segment 01A (detailed in Exhibit B-1A) and a 60% set of plans for the completion of Segment 2 (detailed in Exhibit B-1B) for the CTRMA.

The limits of Segment 01A are from the Segment 1 Direct Connector project to just west of the MoKan corridor. Segment 01A is a breakout project of the 290 East Toll Project Segment 2 (approximate limits from just west of Tuscany Way to just west of FM 3177).

Exhibit B-1A provides for the development of the Segment 01A 100% PS&E, consisting of the incorporation of the necessary portion of the 290E Segment 1 plans and the effort required to prepare a separate PS&E.

Exhibit B-1B provides for the development of a Segment 2 60% PS&E. The scope includes the effort to complete a 60% deliverable and update the current design as needed to incorporate the Segment 01A design and limits.

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

SUPPLEMENTAL SCOPE OF SERVICES
TO BE PROVIDED BY THE SEGMENT ENGINEER

Supplement Exhibit B, Scope of Services, to provide a separate 100% PS&E for the Segment 01A project. The Segment Engineer, herein referred to as the “Engineer”, shall be responsible for the work outlined in this Scope of Services.

1.09 Roadway Design

A. Basic Plan Sheets

1. Prepare the PS&E Title Sheet(s) for Segment 01A.
2. Prepare the detailed Index of Sheets for Segment 01A that identifies each sheet location in the plan set, as well as its corresponding sheet number.
3. Prepare Project Layout Sheets for Segment 01A at a scale of 1”=200’ that clearly indicates the limits of the entire project.
4. Prepare Horizontal and Vertical Control Sheets for Segment 01A.

B. Roadway Plans & Geometry

The Engineer will:

1. Develop and revise the Proposed Typical Sections Sheets for the temporary design condition of Segment 01A, including new typical sections for the Westbound Direct Connector Entrance Ramp, Segment 1 Westbound Mainlanes, Segment 1 Eastbound Frontage Road. Add Mainlane, Cross Street and Frontage Road Transition Sections and revise the completed 100% Proposed Typical Sections Sheets to reflect a permanent condition for the Segment 01A project.
2. No changes in scope.
3. Develop and revise the Mainlane Roadway Plan and Profile sheets for the temporary design condition of Segment 01A depicting the proposed construction of the 290 East Toll main-lanes, frontage roads, ramps, and temporary transitions in the plan view. Revise the Mainlane Plan and Profiles to depict the permanent condition for the Segment 01A project, including revised transitions to meet higher design speeds. Drawing will be prepared at a scale of 1”=100’ H and 1”=20’ V.
4. Complete Frontage Road Plan and Profile Sheets for the temporary design condition of Segment 01A separate from the main-lanes, depicting the area in the plan view from main-lane centerline out for each direction. Create additional Frontage Road Plan and Profile sheets to define beginning and end limits at adjacent Segment 1 and Segment 2 projects. Revise the Frontage Road Plan and Profile Sheets to depict the permanent condition for the Segment 01A project. Drawings will be prepared at a scale of 1”=100’ H and 1”=10’ V.
5. Prepare Cross Street Plan and Profiles and Intersection Details for Tuscany Way and Springdale Road for the temporary design condition of Segment 01A showing spot

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

- elevations and contours. Revise the Cross Street Plan and Profiles and Intersection Details to depict the permanent condition for the Segment 01A project.
6. Complete Ramp Plan and Profile sheet for the Westbound Direct Connector entrance ramp.
 7. Develop Ramp Gore Layout for the Westbound Direct Connector entrance ramp at the intersection of the ramp with its adjacent roadways.
 8. Prepare Horizontal Alignment Data Sheets for the temporary design condition of Segment 01A depicting the horizontal geometric information for the project roadways to be included in the construction plan set, adding the Westbound Direct Connector Ramp alignment and revising the mainlane, eastbound and westbound frontage road alignments within the Segment 01A project limits. Revise the Horizontal Alignment Data Sheets to depict the permanent condition for the Segment 01A project and include the mainlane and frontage road transitions.
 9. Develop Superelevation Data Sheet for the temporary design condition of Segment 01A to be included in the PS&E set. This sheet will define the pavement cross slopes for individual roadway alignments and describe transition locations and values. Revise the Superelevation Data Sheet to include the mainlane and frontage road transitions for the permanent condition of Segment 01A project.
 10. Prepare Removal Plan Sheets at a 1"=100' scale for Segment 01A. Removal sheets shall clearly indicate pavement and other pertinent items to be removed. Revise sheets to include the Segment 1 limits and project removals.
 11. Develop Pedestrian and Bicycle Facilities. Prepare plan and profile sheets for the temporary design condition of Segment 01A for the Shared-Use Path with details relating to the construction of the path. Incorporate Segment 1 plan and profile sheets into the Segment 01A plan set.

C. Grading and Details

The Engineer will:

1. Prepare Design Cross Sections at 100-foot stations and other locations as necessary for the determination of cut and fill quantities for the temporary design condition of Segment 01A and new pavement structure design. Revise the Design Cross Sections to include the mainlane and frontage road transitions for the permanent condition of Segment 01A project.
2. No changes in scope.
3. No changes in scope.
4. Develop Miscellaneous Roadway Detail sheets for the temporary design condition of Segment 01A. Sheets will depict details required that are not defined in TxDOT standard detail sheets. When possible Statewide TxDOT or Austin District standard will be used for the project development.
5. No changes in scope.(Hardscape details for Project 01A to be included in Project 2)
6. No changes in scope.

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

- D. Segment 01A CADD revisions – update various Roadway Plan sheets (Project Layouts, Existing Typical Sections, Frontage Road Plan and Profiles, Cross Street Plan and Profiles, Shared Use Path Plan and Profiles) to address the proposed revisions to the completed 100% Segment 01A Roadway Plans, consisting of background reference updates, sheet callout references, and revised limits of construction.

1.10 Drainage Design

- A. No changes in scope.
- B. Drainage Impact Study: Update Study to reflect a model of Segment 01A limits and potential impacts.
- C. Bridge and Culvert Plan Sheets
 - 1. Hydraulic Data Sheets: The Engineer will create hydraulic data sheets for mainlane bridges over Walnut Creek and Walnut Creek Tributary and for cross culverts A and B within the Segment 01A project.
 - 2. External Drainage Area Maps: The Engineer will prepare exterior drainage area map sheets for the design condition of Segment 01A.
 - 3. Culvert Layouts: the Engineer will update culvert plan and profile layouts for cross culverts A and B for the temporary design condition of Segment 01A.
- D. Storm Drain Plan Sheets

The Engineer will address the required project storm drain systems as follows:

- 1. Storm Drain Computations: The Engineer will revise and update Runoff, Inlet, and Conveyance Computations for the temporary design condition of Segment 01A. Add computation sheets for temporary ties to the Segment 2 storm sewer system. Design additional temporary ditches and culverts to accommodate the Segment 01A limits. Computations and design information will be presented in the appropriate plan sheets. Revise the Computations to accommodate the bridge overbuild and pavement transitions for the permanent condition of Segment 01A project.
- 2. Interior Drainage Area Maps: The Engineer will create interior drainage area map plan sheets for the temporary design condition of Segment 01A at an appropriate scale. Revise the Drainage Area Maps to accommodate the bridge overbuild and pavement transitions for the permanent condition of Segment 01A project.
- 3. Drainage Plan and Profile Sheets: The Engineer will revise and update the drainage plan and profile sheets for the temporary design condition of Segment 01A depicting locations of temporary inlets, manholes, storm drains, culverts, utilities, channel improvements, ditch locations, cross-sections and flowlines as required. Create additional Drainage Plan and Profile sheets to accommodate Segment 1 drainage areas. Revise the Drainage Plan and Profile Sheets to accommodate additional flow from the bridge overbuild and pavement transitions for the permanent condition of

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

Segment 01A project.

4. Lateral Profiles Sheets: The Engineer will revise the Lateral Profile Sheets for the temporary design condition of Segment 01A for the enclosed storm drain systems. Create new Lateral Profile Sheets to detail additional laterals for the temporary limits of Segment 01A. Revise and update the 100% Segment 01A Lateral Profile Sheets, and create additional lateral profiles to accommodate revised pavement limits and transitions for the permanent condition of Segment 01A project.
5. Ditch Layout Schedule: The Engineer will prepare a tabular ditch layout schedule for the temporary design condition of Segment 01A that depicts pertinent information about the roadside ditch geometry and design. Revise the Ditch Layout Schedule to accommodate the permanent condition of Segment 01A.
6. Drainage Detail Sheets: The Engineer shall use TxDOT standard details where practical. The Engineer shall provide drainage design for the temporary design condition of Segment 01A for “non-standard” drainage structures in instances where TxDOT standard details cannot be utilized. Revise Drainage Detail Sheets to accommodate the permanent condition of Segment 01A.
7. Temporary Drainage Facilities: The Engineer will prepare additional sheets to develop temporary drainage facilities plans for the temporary design condition of Segment 01A necessary to allow staged construction of the Segment 01A project.
8. Trench Protection Determination: The Engineer will identify additional storm drain and culvert construction areas for the temporary design condition of Segment 01A that will require trench protection or special shoring and indicate this information on the plans.

E. Scour Analysis

The Engineer will conduct scour analysis of Walnut Creek and Walnut Creek Tributary crossings for contraction scour conditions and local scour of piers and abutments for the Segment 01A design and will provide estimates of total scour depth for use in the design process.

F. Storm Water Pollution Prevention Plan (SW3P)

1. Erosion and Sediment control plans: The Engineer will develop a temporary erosion and sediment control plan for the temporary design condition of Segment 01A that compliments the design and construction phasing of the Segment 01A project, and will include notes that the contractor is responsible for detailed sequencing of the devices. The Engineer will update and revise the completed 100% Segment 01A Erosion and Sediment control plans to address the bridge overbuild and pavement transition revisions.
2. SW3P: The Engineer will prepare a SW3P summary plan sheet for the Segment 01A design.
3. No changes in scope.
4. No changes in scope.

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

G. No changes in scope.

H. Deliverables

The Engineer shall provide 100% drainage design, plan sheets, reports, and models as described in Exhibit B, Scope of Services for the temporary design condition of Segment 01A. Engineer will provide additional deliverable to revise and update the completed 100% Segment 01A drainage plans to address the bridge overbuild and pavement transition revisions.

1.11 Structural Design

Prepare 100% bridge plans as described in Exhibit B, Scope of Services for the Eastbound Mainlane Tuscan/Springdale Overpass. Update the completed design and details to accommodate an additional 14 foot change in bridge width.

- A. Bridge Layouts: The Engineer shall update RDS for the change in bridge geometry. The Engineer shall coordinate changes in column spacing, beam spacing, and deck dimensions with project team.
- B. Final Design Calculations and Details: The Engineer shall update final design calculations and final detail drawings.
- C. Summary of Bridge Quantities: The Engineer shall update bridge quantity summaries and bearing seat elevations.
- D. Abutment Details: The Engineer shall update the design and details to account for new beam spacing and the addition of the MSE retaining wall in the median.
- E. Foundation Details: The Engineer shall update the design and details for the modifications made to the bridge design.
- F. Interior Bent Details: The Engineer shall update the design and details to account for the change in bent length, column spacing, and beam spacing.
- G. Framing Plan: The Engineer shall update the beam spacing and data tables.
- H. Slab Plan: The Engineer shall update the design and details for the increase in slab width and beam spacing.
- I. Drainage Details: The Engineer shall update the drainage quantities as necessary.
- J. Modified Bridge Standard Details: The Engineer shall update the IBND sheets accordingly.
- K. Context Sensitive Design Coordination: The Engineer shall coordinate with project team concerning details and the development of project standards.

1.12 Retaining Wall Design

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

- A. The engineer shall revise and update the layouts for (scale Max:1"=40' and min: 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections, and structural details of all retaining walls within the limits of the temporary design condition of Segment 01A.
1. The Engineer shall determine if any additional walls are required within the limits of the Segment 01A project and verify the need for and length of the retaining walls. The proposed new and revised Segment 01A retaining walls are noted in the Proposed Retaining Wall Table below.
 2. The Engineer will prepare additional Retaining Wall Layout Sheets identified in the Proposed Retaining Wall Table below for the temporary and permanent design conditions of Segment 01A showing plan and profile of retaining walls. The Engineer will update the Retaining Wall Layout Sheets to illustrate the permanent condition of Segment 01A.
 3. Prepare corner details as needed for cutback walls (RW05A, RW07A, and RW06A) until future retaining wall completion
 4. Engineer will identify temporary shoring needs within the limits of the temporary design condition of Segment 01A and prepare layouts as necessary. Revise and add temporary shoring to accommodate the revised mainlane transitions.
 5. No changes in scope.
 6. No changes in scope.
 7. No changes in scope.
 8. Proposed additional and revised retaining walls for Segment 01A:

Description	Location (STA)	Orientation	Length	Type
RW01 (revise to match Segment 1 retaining wall)	265+00 - 274+50	Right	950	MSE
RW03 (revise to a partial build, revise for WBTR01 transition)	265+00 - 271+00	Left	600	MSE
RW05 (revise abutment wall to a partial build)	274+50	Abut	110	MSE
RW05A (added for permanent Segment 01A condition)	271+00 – 274+50	Left	350	MSE
RW06 (revise to a partial build, revise for EBTR01 transition)	292+50 – 295+00	Right	250	MSE
RW06A (added for permanent Segment 01A condition)	295+00	Right	25	MSE
RW06B (added for permanent Segment 01A condition)	295+00 – 297+00	Right	200	MSE
RW07 (revise abutment wall to a partial build)	293+00	Abut	120	MSE
RW07A (added for permanent Segment 01A condition)	293+00 – 295+00	Left	200	MSE
RW08 (revise to accommodate TxDOT comment)	293+50 – 300+00	Left	650	MSE
RW08A (added for permanent Segment 01A condition)	294+00 – 300+00	Left	600	MSE

B. Compute and Summarize Quantities – Retaining Walls. The Engineer shall provide the summaries and quantities within all Segment 01A formal submittals.

C. No changes in scope.

D. Segment 01A CADD revisions – update various Retaining Wall Plan sheets (Overall

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

Retaining Wall Layouts, Boring Logs, Design Parameters, Retaining Wall Alignments) to address the proposed revisions to the completed 100% Segment 01A Roadway Plans, consisting of background reference updates, sheet callout references, and revised limits of construction.

1.13 Signing, Markings and Signalization

- A. Review the Preliminary Signage Concept Plan prepared by the GEC. The Engineer will review/revise additional Signage Concept Plans to incorporate TxDOT recommendations. The Engineer will prepare a preliminary signing schematic for the proposed Segment 01A project.

- B. Signing and Pavement Marking Layouts: The Engineer shall prepare pavement marking layouts, specifications, and details for pavement markings for the Segment 01A project. The Engineer will revise the completed 100% Segment 01A plans to address TxDOT recommendations. The pavement markings on the mainlanes, ramps and sidestreets shall consist of raised pavement markers to allow for removal when Segment 2 is constructed. The Engineer shall coordinate with the GEC (and other Engineers as required) for overall temporary and final signing strategies including toll signing and placement of signs outside contract limits. The Engineer shall prepare drawings, specifications and details for permanent signs for Segment 1A. Permanent small signs shall be depicted on the Eastbound Frontage Road and mainlane pavement marking layouts. It is assumed that this includes a maximum of six (6) large guide signs and their associated structures.

The Engineer shall provide the following information on signing and pavement marking layouts for the Segment 01A project:

- 1. No changes in scope
- 2. No changes in scope
- 3. No changes in scope
- 4. No changes in scope
- 5. No changes in scope
- 6. No changes in scope
- 7. No changes in scope
- 8. No changes in scope
- 9. No changes in scope
- 10. The Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets for the Segment 01A project. Pavement marking plans shall also be prepared for toll gantry areas within the limits of the project. The Engineer shall provide details for toll gantry locations in the pavement marking plans. The Engineer shall coordinate with the GEC (and Toll Systems Integrator if necessary) for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest TxDOT standards.
- 11. No changes in scope
- 12. No changes in scope

EXHIBIT B-1A
SEGMENT #01A – LJA Engineering & Surveying, Inc.

- 13. No changes in scope
- 14. No changes in scope

- C. No changes in scope.
- D. No changes in scope.

- E. Signing Summaries: Engineer shall provide sign summary sheets at 60%, Pre-Final and Final Plan submittals of the Segment 01A project. The Engineer will revise the completed 100% Segment 01A plans to address TxDOT recommendations.

- F. Large Signing Details: Engineer shall provide details for large signs for the Segment 01A plan set. The Engineer will provide additional structural information for three signs moved from temporary to permanent structures.

- G. Compute and Summarize Quantities – Signing, Pavement Markings: Engineer shall provide quantity summary sheets at 60%, Pre-Final and Final Plan submittals of the Segment 01A project. The Engineer will revise the completed 100% Segment 01A plans to address TxDOT recommendations and provide permanent raised pavement markings

- H. No changes in scope.

- I. Traffic Signal Plans – Existing and Proposed: Prepare plans in response to TxDOT and City of Austin Pre-Final design recommendations. The scope will consist of preparing traffic signal plans for the permanent signals to be installed along the Eastbound Frontage Road at Tuscany and Springdale intersections in the Segment 01A plans. The Engineer will prepare additional sheets for the permanent Westbound Frontage Road signal poles and foundations to be installed along the existing US 290 Westbound Mainlane intersections at Tuscany Way and Springdale Road. The Engineer shall coordinate this activity with the City of Austin.

The following information shall be provided in the Traffic Signal Plans for the Segment 01A project:

- 1. No changes in scope.
- 2. No changes in scope.
- 3. No changes in scope.
- 4. Phase sequence diagram(s)
 - a. Prepare phase sequence diagrams. Assist the GEC in coordination with the City of Austin regarding signal phasing, timing and operations of the signals.
- 5. Construction detail sheet(s)
 - a. Poles (TxDOT standard sheets – no dual mast arm design)
 - b. (VIVDS) Layouts (temporary conditions/traffic control phasing)
 - c. Video Detectors (temporary conditions/traffic control phasing)
 - d. Pull Box and conduit layout

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- e. Controller foundation standard sheet (include both NEMA and 2070 foundations)
 - f. Loop Detector Layout (permanent construction)
 - 6. No changes in scope.
 - 7. Electrical and ITS
 - a. Wireless radio interconnect for immediate operations (when applicable).
 - b. Aerial or underground interconnect details (when applicable).
 - c. Confirm power source.
 - d. Electrical summary table.

 - J. No changes in scope.

 - K. Temporary Traffic Signal Plans: Engineer shall prepare temporary signal plans for the Segment 01A project. These locations to include existing US 290 Westbound Mainlane intersections at Tuscany Way and Springdale Road. Temporary signal plans shall be provided based on the Segment 01A traffic control phasing
- 1.14 Traffic Control Plan
- The Engineer will:
- A. Review the Preliminary Construction Sequencing Concept Plan prepared by the GEC for the Segment 01A project and ensure compatability with the Segment 2 project. The Engineer will update the concept plan for Segment 01A to accommodate revised transitions and the overbuild of the Tuscany/Springdale bridge overpass.
 - B. Prepare Traffic Control Typical Sections for each stage of the construction sequence for the Segment 01A project to clearly delineate the position of the existing traffic with respect to the proposed construction.
 - C. Develop TCP Overview Plans for each stage of traffic control for the Segment 01A project.
 - D. Prepare Advanced Warning Sign Layouts for the Segment 01A project.
 - E. Prepare Detailed Traffic Control Plan Sheets for the Segment 01A project.
 - F. Prepare a detailed Sequence of Construction narrative for the Segment 01A project and submit it to the GEC for review.
 - G. Prepare Detour Layout Sheets for the Segment 01A project showing plan & profiles where required to define the geometry for detours required in the traffic control plans.
 - H. Prepare Temporary Shoring Profiles for temporary shoring required during construction for the Segment 01A project. Revise Temporary Shoring Profiles to accommodate the

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revised mainlane transitions.

- I. Develop Traffic Control Details for the Segment 01A project for items not covered by TxDOT standard drawings.
- J. No changes in scope.
- K. Prepare an Engineer's Opinion of Construction Schedule for the Segment 01A project to determine an approximate duration for each phase of construction.
- L. TCP Detours and Temporary Signals: The Engineer shall prepare temporary signal layouts for the Segment 01A project if necessary to accommodate the proposed traffic control plan.
- M. No changes in scope.
- N. Advanced Signing Layouts. The Engineer shall provide a detailed layout and arrangement of construction signs for the Segment 01A project.
- O. Compute and Summarize Quantities – TCP, the Engineer shall provide summary of TCP quantities at the 60%, Pre-Final and Final Plan submittals for the Segment 01A project.
- P. Segment 01A CADD revisions – update various Traffic Control Plan sheets (TCP Overviews, Advance Warning Sign Layouts, Detailed Traffic Control Phasing Sheets, Shoring Profiles) to address the proposed revisions to the completed 100% Segment 01A TCP Plans, consisting of background reference updates, sheet callout references, and revised limits of construction.

1.15 Traffic Management System – No changes in scope.

1.16 Illumination

The Engineer will provide all lighting and electrical services necessary to complete the lighting plans portion for the Segment 01A design as follows:

- 1. Re-locate poles for transition alignment changes.
- 2. Re-calculate voltage drops as necessary.
- 3. Re-calculate Electrical Services as necessary.
- 4. Re-calculate Quantities as necessary.
- 5. Prepare Plan Sheets for 100% and Final mylar submittal.
- 6. Address 100% and Final comments from CTRMA/GEC.

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1.17 Toll Facility Design

The Engineer will prepare the Toll Facility design documents for the Segment 01A project. The following additional roadway and civil tasks for the toll facilities are required to accommodate changes in the roadway configuration:

1. Review and evaluate the latest design for Segment 1A transition design.
2. Review, coordinate and prepare master design files for toll location.
3. Revise and prepare toll plan facilities layout and toll gantry plan sheets.
4. Revise and prepare toll gantry typical sections based on the new transition design.
5. Revise and prepare joint, loop and conduit detail sheets based on the new transition design. Two sheets will be needed for these details.
6. Revise and prepare toll gantry conduit plan.
7. Update Temporary Gantry Foundation Plan and foundation design,
8. Update framing plan and gantry truss design,
9. Update Gantry Elevation and column design
10. Update OSBT(MOD) for new span length
11. Revise and prepare toll gantry cross sections based on the new transition design.
12. Revise and Coordinate Toll facility design elements with roadway, ITS, drainage, illumination, utilities, and toll gantry structure designers.
13. Compute and Summarize revised Quantities – Toll Gantry: The Engineer shall provide revised summary of quantities at the 100% and Final plan submittals.
14. Prepare Toll facility plans for 100% submittal.
15. Address any comments from CTRMA/GEC.
16. Prepare Toll facility plans for final submittal

1.18 Miscellaneous

A. Quantities and Summary Sheets

The Engineer will tabulate quantities and prepare Summary Sheets to accommodate changes in the Segment 01A roadway configuration. Update the completed 100% Segment 01A quantities and summaries to address TxDOT recommendations.

B. Standards, Specifications and Estimate

The Engineer shall:

1. Download the appropriate TxDOT Standards from the State's website to accommodate changes in the Segment 01A roadway configuration. The Engineer will coordinate with the GEC to incorporate updates in TxDOT standards due to extension in time
2. The Engineer shall provide (signed and sealed) any necessary details required to supplement standard details to accommodate changes in the Segment 01A roadway configuration.
3. Prepare a tabulation of applicable Specifications, Special Specifications and Special

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SEGMENT #01A – LJA Engineering & Surveying, Inc.

Provisions for the Segment 01A project for submission with the final PS&E package. Revise the completed 100% Segment 01A specification lists to address TxDOT recommendations.

4. Review General Notes provided by the GEC for applicability for the Segment 01A project. The Engineer will mark-up a set and return it to the GEC for their inclusion in the final plan set. Revise the completed 100% Segment 01A general notes to address TxDOT recommendations.
 5. Prepare Construction Cost Estimates for the Segment 01A plan set at the 60% PS&E, Pre-Final and final PS&E submittal. Revise the completed 100% Segment 01A construction cost estimate to address TxDOT recommendations.
- C. No changes in scope.

1.19 Coordination, Meetings & Invoicing

- A. The Engineer will attend one (1) revised project Kick-off meeting for the Segment 01A project.
- B. The Engineer will participate and attend ten (10) additional bi-weekly design coordination meetings for development of the Segment 01A project. Attend ten (6) additional meetings with Segment 1 Engineer for coordination of Segment 1 and Segment 01A. Facilitate and participate in ten (10) additional internal coordination meetings for the development of Segment 01A PS&E.
- C. The Engineer will need to participate in the review process and attend comment resolution meetings for Segment 01A submittal milestones. The Engineer will participate in four (4) additional review processes for the Segment 01A project development.
- D. The Engineer will coordinate with the Segment 1 Engineer to incorporate Segment 1 plans into the Segment 01A 100% submittal and perform additional QA/QC reviews to ensure accuracy and completeness of the Segment 1 plans. The Engineer will provide an additional QA/QC review of the 100% Segment 01A plans.
- E. No changes in scope.
- F. Provide additional invoices and progress reports due to extension in time.
- G. No change in scope.
- H. No change in scope.

1.20 Construction Phase Services - No changes in scope.

EXHIBIT B-1B
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SUPPLEMENTAL SCOPE OF SERVICES
TO BE PROVIDED BY THE SEGMENT ENGINEER

Amend Exhibit B, Scope of Services, to provide a 60% set of plans for the completion of Segment 2 for CTRMA. Refer to the 290 East Project Manual and 290E Segment 2 60% Design Deliverables memorandum detailing the 60% design deliverables. Revise and update the current Segment 2 plans to incorporate the Segment 01A final design.

The Segment Engineer, herein referred to as the “Engineer”, shall be responsible for the work outlined in this Scope of Services.

1.09 Roadway Design

A. Basic Plan Sheets

The Engineer will:

1. Prepare the PS&E Title Sheet for the 60% submittal of Segment 2 project.
2. Complete the detailed Index of Sheets for the 60% submittal of Segment 2.
3. Prepare Project Layout Sheets to a 60% design. Revise the Segment 2 Project Layout Sheets to accommodate the Segment 01A project limits.
4. Prepare Benchmark Layout Sheets to a 60% design.

B. Roadway Plans & Geometry

The Engineer will:

1. Develop Proposed Typical Sections Sheets to a 60% design completion. Create and revise the proposed Segment 2 typical sections to accommodate the Segment 01A project limits.
2. Complete Existing Typical Sections Sheets to a 60% design. Update the Segment 2 existing typical sections to include the Segment 01A project limits.
3. Complete Mainlane Roadway Plan and Profile sheets to a 60% design completion. Revise the Segment 2 Mainlane Plan and Profiles to accommodate the Segment 01A design.
4. Complete Frontage Road Plan and Profile Sheets to a 60% design completion. Revise the Segment 2 Frontage Road Plan and Profiles to accommodate the Segment 01A design.
5. Prepare Cross Street Plan and Profiles and Intersection details to a 60% design completion. Revise the Segment 2 Cross Street Plan and Profiles and Intersection Details to accommodate the Segment 01A intersection design at Springdale Road and Tuscany Way
6. Complete separate Ramp Plan and Profile sheets to a 60% design completion.
7. Develop Ramp Gore Layouts to a 60% design.
8. No changes in scope.
9. No changes in scope.

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10. Removal Plan Sheets will not be prepared for the 60% submission. Removal quantities including Segment 01A revisions will be estimated and included with the 60% submission.
11. Develop Pedestrian and Bicycle Facilities. Prepare plan and profile sheets to a 60% design completion for the Shared-Use Path with details relating to the construction of the path. Revise the Segment 2 Shared Path Plan and Profiles to accommodate the Segment 01A design.

C. Grading and Details

The Engineer will:

1. Prepare Design Cross Sections to a 60% design completion. Revise the Segment 2 Design Cross Sections to accommodate the Segment 01A design.
2. No changes in scope.
3. Develop Driveway Profiles to a 60% design.
4. Develop Miscellaneous Roadway Detail sheets to a 60% design.
5. Develop Hardscaping Details to a 60% design. Revise the Hardscaping Details to accommodate the Segment 01A intersection design at Springdale and Tuscany.
6. No changes in scope.

1.10 Drainage Design

- A. No changes in scope.
- B. No changes in scope.
- C. No changes in scope.

D. Storm Drain Plan Sheets

The Engineer will address the required project storm drain systems as follows:

1. Storm Drain Computations: The Engineer will analyze and design both open channel (ditches) and enclosed storm drains to a 60% design completion. Revise the Segment 2 Storm Drain Computations to accommodate the Segment 01A design.
2. Interior Drainage Area Maps: The Engineer will prepare interior drainage area map plan sheets to a 60% design. Revise the Segment 2 Drainage Area Maps to accommodate the Segment 01A design.
3. Drainage Plan and Profile Sheets: The Engineer will prepare drainage plan and profile sheets to a 60% design. Revise the Segment 2 Drainage Plan and Profile Sheets to accommodate the Segment 01A design.
4. Lateral Profiles Sheets: The Engineer will prepare lateral profile sheets to a 60% design completion for the enclosed storm drain systems. Revise the Segment 2 Lateral Profile Sheets to accommodate the Segment 01A design.
5. Ditch Layout Schedule: The Engineer will design additional special ditches to

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accommodate the Segment 01A design.

6. Drainage Detail Sheets: The Engineer shall provide additional drainage details to accommodate the Segment 01A design.
7. Temporary Drainage Facilities: The Engineer will develop temporary drainage facilities plans necessary to allow staged construction of the project. Additional temporary drainage facilities anticipated to accommodate the Segment 01A design.
8. No changes in scope.

E. No changes in scope

F. Storm Water Pollution Prevention Plan (SW3P) Sheets will not be prepared for the 60% submission. SW3P quantities including the Segment 01A revisions will be estimated and included with the 60% submission.

G. No changes in scope.

H. Deliverables

The Engineer will update the CADD elements for the various Drainage plan sheets to incorporate the Segment 01A design and limits. The Engineer shall deliver a 60% drainage design as detailed in the 290 East Project Manual and the 290E Segment 2 60% Design Deliverables memorandum.

1.11 Structural Design

The Engineer will prepare a 60% bridge design for the remaining Segment 2 structures identified in Exhibit B, Scope of Services not designed with the Segment 01A project.

- A. Bridge Layouts: shall be complete except for foundation information.
- B. Final Design Calculations and Details: The Engineer shall prepare a 60% bridge design and detail drawings in accordance with standard requirements of TxDOT. The 60% bridge design shall meet the level of detail provided in the 60% Segment 01A structural submittal.
- C. Proposed Bridge Limits Table: “EBML Tus/Spr Overpass”, “WBML Over Wal Crk & Wal Crk Trib”, and “EBML Over Wal Crk & Wal Crk Trib” to be designed to 100% and included with the Segment 01A project.
- D. Summary of Bridge Quantities: Bearing Seat and Estimated Quantity Sheets: No bearing seat elevations to be provided. Only bid items shown with no quantities.
- E. Abutment Details: complete except for rebar lengths and quantities, concrete quantity to be shown.
- F. Interior Bent Details: all dimensions to be shown, typical rebar pattern to be shown, concrete quantity to be shown. Rebar spacing, lengths and quantities not to be provided.

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- G. Beam Layouts: essentially complete showing data from RDS. Prestressed Concrete Beam Design Sheets: one provided per bridge, essentially complete.
- H. Prestressed Beam Unit Sheets: essentially complete except for dead load deflections and haunch details. Concrete slab quantity shown. Class “S” concrete or rebar quantities not to be provided.
- I. Deck Drainage Details: essentially complete.
- J. Miscellaneous Details: essentially complete
- K. Standard Details: essentially complete
- M. No changes in scope

1.12 Retaining Wall Design

- A. Retaining Walls. The Engineer shall provide layouts to incorporate the Segment 01A design and limits.
 - 1. No changes in scope.
 - 2. Engineer will prepare Segment 2 retaining wall layout sheets showing plan and profile of retaining walls to a 60% design completion. Revise the retaining wall layouts identified below to accommodate the Segment 01A retaining wall partial build condition.
 - 3. Engineer will prepare structural details to a 60% design completion for non-proprietary wall designs, (i.e., tie-back, soil nailed, drilled shaft).
 - 4. Engineer will identify temporary shoring needs and prepare layouts to a 60% design completion as necessary.
 - 5. No changes in scope.
 - 6. No changes in scope.
 - 7. No changes in scope.
 - 8. Retaining walls to be revised and updated for Segment 2:

Description	Location (STA)	Orientation	Length	Type
RW03 (complete Segment 01A partial build)	265+00 - 271+00	Left	600	MSE
RW05 (complete Segment 01A partial build)	274+50	Abut	110	MSE
RW06 (complete Segment 01A partial build)	292+50 – 295+00	Right	250	MSE
RW07 (complete Segment 01A partial build)	293+00	Abut	120	MSE
RW08 (revise to accommodate Segment 01A limits)	293+50 – 300+00	Left	650	MSE

- B. Compute and Summarize Quantities - Retaining Walls. The Engineer shall provide the 60% design summaries and quantities.
- C. No changes in scope.
- D. No changes in scope.

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1.13 Signing, Markings and Signalization

- A. No changes in scope.
- B. Signing and Pavement Marking Layouts: The Engineer shall revise layouts, specifications, and details for pavement markings and signs to incorporate the Segment 01A design into a 60% completion of Segment 2.

The Engineer shall provide the following information on signing and pavement marking layouts:

- 1. No changes in scope.
 - 2. No changes in scope.
 - 3. No changes in scope.
 - 4. No changes in scope.
 - 5. No changes in scope.
 - 6. Existing signs to removed will be quantified but not shown.
 - 7. No changes in scope.
 - 8. No changes in scope.
 - 9. No changes in scope.
 - 10. No changes in scope.
 - 11. No changes in scope.
 - 12. No changes in scope.
 - 13. No changes in scope.
 - 14. No changes in scope.
- C. No changes in scope.
 - D. Compute and Summarize Quantities - Overhead Signs: Engineer shall provide quantity summary sheets to incorporate the Segment 01A design and limits into a 60% completion of Segment 2.
 - E. Signing Summaries: Engineer shall provide sign summary sheets to incorporate the Segment 01A design and limits into a 60% completion of Segment 2.
 - F. No changes in scope.
 - G. No changes in scope.
 - H. No changes in scope.
 - I. Traffic Signal Plans - Existing and Proposed: Prepare plans in response to TxDOT and City of Austin Pre-Final design recommendations. The scope will consist of preparing traffic signal plans to incorporate the Segment 01A design into a 60% completion of Segment 2.

The following information shall be provided in the Traffic Signal Plans:

- 1. No changes in scope.
- 2. No changes in scope.

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3. No changes in scope.
 4. Phase sequence diagram(s)
 - a. Prepare phase sequence diagrams. Assist the GEC in coordination with the City of Austin regarding signal phasing, timing and operations of the signals.
 5. Construction detail sheet(s)
 - a. Poles (TxDOT standard sheets – no dual mast arm design)
 - b. (VIVDS) Layouts (temporary conditions/traffic control phasing)
 - c. Video Detectors (temporary conditions/traffic control phasing)
 - d. Pull Box and conduit layout
 - e. Controller foundation standard sheet (include both NEMA and 2070 foundations)
 - f. Loop Detector Layout (permanent construction)
 6. No changes in scope.
 7. Electrical and ITS
 - a. Wireless radio interconnect for immediate operations (when applicable).
 - b. Aerial or underground interconnect details (when applicable).
 - c. Confirm power source.
 - d. Electrical summary table.
- J. No changes in scope.
- K. Temporary Traffic Signal Plans: Engineer shall prepare temporary signal plans where applicable. Temporary signal plans to be revised to accommodate revised TCP phasing for Segment 2.
- 1.14 Traffic Control Plan (TCP)
- The Engineer will:
- A. Review the Preliminary Construction Sequencing Concept Plan prepared by the GEC. Revise and update the original Concept Plan to accommodate the Segment 01A project.
 - B. Prepare TCP Typical Sections to a 60% design completion for each stage of the construction sequence to clearly delineate the position of the existing Segment 01A traffic with respect to the proposed construction. Revise and update the TCP Typical Sections to accommodate the Segment 01A project and limits.
 - C. Develop TCP Overview Plans to a 60% design completion for each stage of traffic control. Revise and update the TCP Overview Plans to accommodate the Segment 01A project and limits.
 - D. Prepare Advanced Warning Sign Layouts to a 60% design completion for the 290 East Toll Project and all cross streets. Revise and update the TCP Advanced Warning Sign Layouts to accommodate the Segment 01A project and limits.
 - E. Prepare Detailed Traffic Control Plan Sheets to a 60% design completion. Revise and update the Detailed TCP Sheets to accommodate the Segment 01A project and limits.

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- F. Prepare a detailed Sequence of Construction Narrative to a 60% design completion and submit it to the GEC for review. Revise and update the Narrative to accommodate the Segment 01A project.
- G. Prepare Detour Layout Sheets to a 60% design completion showing plan & profiles where required to define the geometry for detours required in the traffic control plans. Revise and update the Detour Layout Sheets to accommodate the Segment 01A project and limits. Create additional detours as needed to maintain Segment 01A traffic movements.
- H. Prepare Temporary Shoring Profiles to a 60% design completion for temporary shoring required during construction. Revise and update the Temporary Shoring Profiles to accommodate the Segment 01A project and limits. Create additional Shoring Profiles as needed to maintain Segment 01A traffic movements.
- I. No changes in scope.
- J. No changes in scope.
- K. No changes in scope.
- L. No changes in scope.
- M. No changes in scope.
- N. No changes in scope.
- O. Compute and Summarize Quantities- TCP. The Engineer shall provide summary of TCP quantities for the 60% submittal.

1.15 Traffic Management System

Intelligent Vehicle Highway Systems: Utilize the ITS Concept to provide 60% grading plans for the ITS HUB building. Others will design duct bank, pull boxes, etc.

1.16 Illumination

The Illumination design documents will be prepared by the Segment 1 Consultant for the entire corridor as a single set of illumination plans for all three segments and incorporate into the PS&E package. The Engineer shall coordinate and provide 60% plan drawings showing the locations of roadway and other facilities designed for Section 2.

1.17 Toll Facility Design

The Toll facility design documents will be prepared by the Segment 3 Consultant and incorporated into the PS&E package. The Engineer shall coordinate and provide 60% plan drawings showing the locations of roadway and other facilities designed for Segment 2.

EXHIBIT B-1B
SEGMENT #2 – LJA Engineering & Surveying, Inc.

1.18 Miscellaneous

A. Quantities and Summary Sheets

The Engineer will tabulate quantities and prepare Summary Sheets for a 60% design submittal .

B. Standards, Specifications and Estimate

The Engineer shall:

1. Download the appropriate TxDOT Standards from the State's web site. The Engineer will revise and seal any Standard that requires modification for the Segment 2 design. The Engineer will coordinate with the GEC to accommodate updates in TxDOT standards due to extension in time.
2. The Engineer shall provide (signed and sealed) any necessary details required to supplement standard details to accommodate the Segment 2 project and limits.
3. Specifications, Special Specifications and Special Provisions will not be provided with the final 60% PS&E submittal.
4. General Notes will not be provided with the final 60% PS&E submittal.
5. Prepare a Construction Cost Estimate for the 60% PS&E submittal and supply a copy to the GEC in Microsoft Excel format.

C. Deliverables

The Engineer will submit ten (10) 11" X 17" paper copies for the 60% PS&E submittal.

1.19 Coordination, Meetings & Invoicing

A. No changes in scope.

B. The Engineer will need to participate and attend additional monthly and bi-weekly design coordination meetings and production meetings as further detailed in the 290 E Project Manual. The Engineer shall also participate in additional meetings (bi-weekly) with the Engineer's internal team of sub-consultants. Engineer will participate and attend additional design coordination meetings due to extension in time.

C. No changes in scope.

D. No changes in scope.

E. No changes in scope.

F. Follow invoice procedures as described in the 290 E Project Manual. Engineer will provide additional invoicing due to extension in time.

G. No changes in scope

H. No changes in scope

1.20 Construction Phase Services – No changes in scope.

SUPPLEMENTAL WORK AUTHORIZATION
C-1

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES

EXHIBIT C-1
WORK SCHEDULE

The Engineer will perform engineering services as described in this Work Authorization and will submit deliverables to the Authority based on the following work schedule:

Segment 1A:

Transmittal of completed Final SubmittalMay 28, 2010

Segment 2:

Transmittal of completed 60% Design..... July 30, 2010

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE

OVERALL SUMMARY

CATEGORY	HOURS				COST				
	Original Effort	Revised Effort		Original Effort	Revised Effort		Total	SEG 1A	SEG 2
		Total	SEG 1A		SEG 2	Total			
1.02 GOVERNMENTAL AGENCY COORDINATION	150	150	0	150	8,566	8,566	-	-	8,566
1.03 DATA COLLECTION	308	308	0	308	14,483	14,483	-	-	14,483
1.04 GEOTECHNICAL INVESTIGATION	2,294	2,294	0	2,294	489,274	489,274	-	-	489,274
1.05 SUPPLEMENTAL SURVEYING	1,305	1,305	0	1,305	148,382	148,382	-	-	148,382
1.06 ROW MAPPING	64	64	0	64	2,912	2,912	-	-	2,912
1.07 UTILITY COORDINATION AND DESIGN	160	160	0	160	6,489	6,489	-	-	6,489
1.08 INITIAL DESIGN AND DCC	3,126	3,132	6	3,126	140,487	140,615	328	328	140,487
1.09 ROADWAY DESIGN	10,708	11,265	1,736	9,529	428,676	452,415	71,267	71,267	381,148
1.10 DRAINAGE DESIGN	9,576	7,668	813	6,855	365,323	301,528	35,737	35,737	285,791
1.11 STRUCTURAL DESIGN	21,313	17,338	678	16,660	909,818	738,308	28,265	28,265	710,043
1.12 RETAINING WALL DESIGN	3,075	2,607	434	2,173	135,353	115,619	18,916	18,916	96,703
1.13 SIGNING, MARKINGS AND SIGNALIZATION	4,927	4,136	1,169	2,967	195,117	164,359	47,025	47,025	117,333
1.14 TRAFFIC CONTROL PLAN	3,940	5,112	1,812	3,300	168,248	221,415	76,646	76,646	142,769
1.15 TRAFFIC MANAGEMENT SYSTEMS	56	47	12	35	3,349	2,763	670	670	2,093
1.16 ILLUMINATION	44	151	123	29	2,614	8,351	6,662	6,662	1,669
1.17 TOLL FACILITY DESIGN	700	1,338	535	803	26,185	50,112	21,330	21,330	28,781
1.18 MISCELLANEOUS	857	1,018	496	522	35,715	41,402	20,712	20,712	20,690
1.19 COORDINATION, MEETINGS & INVOICING	2,608	3,616	1,213	2,403	136,453	187,095	62,641	62,641	124,453
DIRECT SALARY SUBTOTALS					3,215,445	3,094,285	392,220	392,220	2,702,065
OVERHEAD					4,404,420	4,216,738	691,826	691,826	3,524,912
PROFIT					638,637	601,793	130,065	130,065	671,708
TOTAL LABOR COST					8,456,722	8,112,817	1,214,132	1,214,132	6,898,685
DIRECT EXPENSES					36,937	43,360	7,512	7,512	35,848
TOTALS	65,211	61,709	9,027	52,682	8,495,659	8,156,176	1,221,643	1,221,643	6,834,533
DIRE PERCENTAGE					26.4%				
OVERALL PERCENTAGES					100.0%				

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE

BREAKDOWN BY FIRM

CATEGORY	LJA				LJA			
	HOURS		COST		HOURS		COST	
	Original Effort	Revised Effort	Original Effort	Total	Original Effort	Revised Effort	Total	
		SEG 1A	SEG 2		SEG 1A	SEG 2		
1.03 GOVERNMENTAL AGENCY COORDINATION	97	0	97	\$ 5,224	\$ 5,224	\$ -	\$ 5,224	
1.03 DATA COLLECTION	138	0	138	\$ 5,373	\$ 5,373	\$ -	\$ 5,373	
1.04 GEOTECHNICAL INVESTIGATION	72	0	72	\$ 4,058	\$ 4,058	\$ -	\$ 4,058	
1.05 SUPPLEMENTAL SURVEYING	64	0	64	\$ 3,241	\$ 3,241	\$ -	\$ 3,241	
1.06 ROW MAPPING	40	0	40	\$ 1,952	\$ 1,952	\$ -	\$ 1,952	
1.07 UTILITY COORDINATION AND DESIGN	160	0	160	\$ 6,489	\$ 6,489	\$ -	\$ 6,489	
1.08 INITIAL DESIGN AND DCC	1,314	0	1,314	\$ 56,294	\$ 56,294	\$ -	\$ 56,294	
1.09 ROADWAY DESIGN	5,044	6,461	11,505	\$ 195,772	\$ 259,905	\$ 71,267	\$ 188,638	
1.10 DRAINAGE DESIGN	4,180	3,166	7,346	\$ 158,486	\$ 129,687	\$ 30,331	\$ 99,266	
1.11 STRUCTURAL DESIGN	10,518	8,480	19,000	\$ 405,730	\$ 273,000	\$ 3,349	\$ 269,659	
1.12 RETAINING WALL DESIGN	1,788	1,720	3,508	\$ 77,556	\$ 75,985	\$ 16,916	\$ 57,069	
1.13 SIGNING, MARKINGS AND SIGNALIZATION	0	168	168	\$ -	\$ 8,430	\$ 8,430	\$ -	
1.14 TRAFFIC CONTROL PLAN	3,779	4,975	8,754	\$ 159,679	\$ 214,366	\$ 78,646	\$ 135,720	
1.15 TRAFFIC MANAGEMENT SYSTEMS	32	32	64	\$ 1,829	\$ 1,813	\$ 670	\$ 1,143	
1.16 ILLUMINATION	32	36	68	\$ 1,854	\$ 3,135	\$ 1,976	\$ 1,159	
1.17 TOLL FACILITY DESIGN	40	125	165	\$ 2,405	\$ 6,088	\$ 5,185	\$ 1,503	
1.18 MISCELLANEOUS	398	724	1,122	\$ 13,971	\$ 29,422	\$ 16,891	\$ 9,441	
1.19 COORDINATION, MEETINGS & INVOCING	976	2,089	3,065	\$ 50,432	\$ 107,256	\$ 51,049	\$ 56,207	
DIRECT SALARY SUBTOTALS	28,663	29,881	58,544	\$ 1,211,631	\$ 1,232,426	\$ 289,800	\$ 1,002,626	
OVERHEAD	177.70%			\$ 2,153,088	\$ 2,236,641	\$ 514,975	\$ 1,781,666	
PROFIT	12.00%			\$ 632,704	\$ 633,008	\$ 96,573	\$ 536,435	
TOTAL LABOR COST				\$ 3,104,483	\$ 3,108,123	\$ 491,348	\$ 2,616,775	
DIRECT EXPENSES				\$ 19,098	\$ 24,408	\$ 5,881	\$ 18,608	
TOTALS				\$ 3,123,581	\$ 3,132,531	\$ 497,229	\$ 2,635,302	
DIRE PERCENTAGE								
OVERALL PERCENTAGE					48.0%			

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE

BREAKDOWN BY FIRM

CATEGORY	HOURS		COST		RTG*	
	Original Effort	Revised Effort	Original Effort	Revised Effort	Original Effort	Revised Effort
1.02 GOVERNMENTAL AGENCY COORDINATION	53	53	\$ 3,342	\$ 3,342		
1.03 DATA COLLECTION	112	112	\$ 5,848	\$ 5,848		
1.04 GEOTECHNICAL INVESTIGATION	16	16	\$ 960	\$ 960		
1.05 SUPPLEMENTAL SURVEYING						
1.06 ROW MAPPING	24	24	\$ 960	\$ 960		
1.07 UTILITY COORDINATION AND DESIGN						
1.08 INITIAL DESIGN AND DCC	1,264	1,264	\$ 62,462	\$ 62,462		
1.09 ROADWAY DESIGN	4,927	4,067	\$ 209,115	\$ 172,720		
1.10 DRAINAGE DESIGN	3,508	2,657	\$ 138,915	\$ 105,957		
1.11 STRUCTURAL DESIGN						
1.12 RETAINING WALL DESIGN	1,000	640	\$ 46,811	\$ 30,542		
1.13 SIGNING, MARKINGS AND SIGNALIZATION	44	27	\$ 2,580	\$ 1,650		
1.14 TRAFFIC CONTROL PLAN	161	137	\$ 8,569	\$ 7,049		
1.15 TRAFFIC MANAGEMENT SYSTEMS	24	15	\$ 1,520	\$ 950		
1.16 ILLUMINATION	12	8	\$ 760	\$ 510		
1.17 TOLL FACILITY DESIGN	32	20	\$ 1,976	\$ 1,235		
1.18 MISCELLANEOUS	459	278	\$ 18,444	\$ 11,249		
1.19 COORDINATION, MEETINGS & INVOICING	978	738	\$ 52,882	\$ 40,561		
DIRECT SALARY SUBTOTALS	12,614	10,056	\$ 555,244	\$ 445,995		
OVERHEAD	149.94%		\$ 832,532	\$ 668,724		
PROFIT	12.00%		\$ 166,533	\$ 133,766		
TOTAL LABOR COST			\$ 1,554,309	\$ 1,248,485		
DIRECT EXPENSES			\$ 4,492	\$ 4,492		
TOTALS			\$ 1,558,801	\$ 1,252,977		
DBE PERCENTAGE			15.4%	15.4%		
OVERALL PERCENTAGES			15.4%	15.4%		

* DENOTES NO ADDITIONAL EFFORT
 ^ DENOTES 100% SEGMENT 2 COMPLETION

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE
 BREAKDOWN BY FIRM

CATEGORY	HOURS			CPY			COST		
	Original Effort	Revised Effort		Original Effort	Total	Revised Effort	Total	SEG 1A	SEG 2
		SEG 1A	SEG 2						
1.02 GOVERNMENTAL AGENCY COORDINATION									
1.03 DATA COLLECTION									
1.04 GEOTECHNICAL INVESTIGATION									
1.05 SUPPLEMENTAL SURVEYING									
1.06 ROW MAPPING									
1.07 UTILITY COORDINATION AND DESIGN									
1.08 INITIAL DESIGN AND DCC									
1.09 ROADWAY DESIGN									
1.10 DRAINAGE DESIGN									
1.11 STRUCTURAL DESIGN	8,991	7,060	608	6,452	\$ 381,588	\$ 297,990	\$ 24,916	\$ 273,074	
1.12 RETAINING WALL DESIGN									
1.13 SIGNING, MARKINGS AND SIGNALIZATION	1,957	1,755	569	1,186	\$ 81,313	\$ 71,319	\$ 22,038	\$ 49,281	
1.14 TRAFFIC CONTROL PLAN									
1.15 TRAFFIC MANAGEMENT SYSTEMS									
1.16 ILLUMINATION									
1.17 TOLL FACILITY DESIGN									
1.18 MISCELLANEOUS									
1.19 COORDINATION, MEETINGS & INVOICING									
DIRECT SALARY SUBTOTALS	990	408	109	299	\$ 20,507	\$ 5,853	\$ 15,455		
OVERHEAD	11,368	9,223	1,286	7,937	\$ 483,408	\$ 390,616	\$ 52,807	\$ 337,809	
PROFIT	183,00%				\$ 894,305	\$ 722,639	\$ 97,692	\$ 624,947	
TOTAL LABOR COST	12,00%				\$ 1,053,328	\$ 1,353,381	\$ 18,060	\$ 115,551	
DIRECT EXPENSES					\$ 1,943,098	\$ 1,246,846	\$ 168,559	\$ 1,078,287	
TOTALS					\$ 7,304	\$ 8,139	\$ 1,386	\$ 6,754	
DBE PERCENTAGE					\$ 1,550,342	\$ 1,254,985	\$ 169,945	\$ 1,085,041	
OVERALL PERCENTAGES							15.4%		

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE
 BREAKDOWN BY FIRM

CATEGORY	KFA				COST			
	HOURS		Revised Effort		Original Effort		Revised Effort	
	Total	SEG 1A	SEG 2	SEG 1A	SEG 2	Total	SEG 1A	SEG 2
1.02 GOVERNMENTAL AGENCY COORDINATION								
1.03 DATA COLLECTION								
1.04 GEOTECHNICAL INVESTIGATION								
1.05 SUPPLEMENTAL SURVEYING								
1.06 ROW MAPPING								
1.07 UTILITY COORDINATION AND DESIGN								
1.08 INITIAL DESIGN AND DCC								
1.09 ROADWAY DESIGN								
1.10 DRAINAGE DESIGN	1,888	1,845	149	1,696		65,873	5,406	60,467
1.11 STRUCTURAL DESIGN								
1.12 RETAINING WALL DESIGN								
1.13 SIGNING, MARKINGS AND SIGNALIZATION								
1.14 TRAFFIC CONTROL PLAN								
1.15 TRAFFIC MANAGEMENT SYSTEMS								
1.16 ILLUMINATION								
1.17 TOLL FACILITY DESIGN								
1.18 MISCELLANEOUS								
1.19 COORDINATION, MEETINGS & INVOICING								
DIRECT SALARY SUBTOTALS	1,888	1,845	149	1,696		65,873	5,406	60,467
OVERHEAD	199.88%					106,888	106,303	96,882
PROFIT	12.00%					80,969	80,548	76,852
TOTAL LABOR COST						194,749	191,718	175,384
DIRECT EXPENSES						1,135	1,312	227
TOTALS						195,878	193,028	177,069
DBE PERCENTAGE						2.4%		
OVERALL PERCENTAGES						2.4%		

Central Texas Regional Mobility Authority
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 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE
 BREAKDOWN BY FIRM

CATEGORY	PES					
	Original Effort	HOURS		Original Effort	COST	
		Total	Revised Effort		Total	Revised Effort
		SEG 1A	SEG 2		SEG 1A	SEG 2
L.05 GOVERNMENTAL AGENCY COORDINATION						
L.05 DATA COLLECTION	88	0	65	\$ 3,262	\$ -	\$ 3,262
L.04 GEOTECHNICAL INVESTIGATION						
L.05 SUPPLEMENTAL SURVEYING						
L.06 ROW MAPPING						
L.07 UTILITY COORDINATION AND DESIGN						
L.08 INITIAL DESIGN AND DCC	548	0	548	\$ 21,742	\$ -	\$ 21,742
L.09 ROADWAY DESIGN						
L.10 DRAINAGE DESIGN						
L.11 STRUCTURAL DESIGN	1,798	0	1,798	\$ 67,494	\$ -	\$ 67,494
L.12 RETAINING WALL DESIGN	387	0	387	\$ 11,026	\$ -	\$ 11,026
L.13 SIGNING, MARKINGS AND SIGNALIZATION	414	0	362	\$ 14,636	\$ -	\$ 12,870
L.14 TRAFFIC CONTROL PLAN						
L.15 TRAFFIC MANAGEMENT SYSTEMS						
L.16 ILLUMINATION						
L.17 TOLL FACILITY DESIGN	628	1,088	756	\$ 21,804	\$ 37,440	\$ 59,244
L.18 MISCELLANEOUS						
L.19 COORDINATION, MEETINGS & INVOICING	264	358	255	\$ 12,632	\$ 16,859	\$ 29,491
DIRECT SALARY SUBTOTALS	4,013	4,459	4,026	\$ 152,576	\$ 188,654	\$ 341,230
OVERHEAD	160.00%			\$ 244,122	\$ 299,735	\$ 543,857
PROFIT	12.00%			\$ 47,604	\$ 52,598	\$ 100,202
TOTAL LABOR COST				\$ 444,302	\$ 491,917	\$ 936,219
DIRECT EXPENSES				\$ 790	\$ 874	\$ 1,664
TOTALS				\$ 445,092	\$ 492,791	\$ 937,883
OVERALL PERCENTAGE				5.0%		5.0%
OVERALL PERCENTAGES				6.0%		6.0%

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE
 BREAKDOWN BY FIRM

CATEGORY	HUSA					
	Original Effort	HOURS		COST		Total
		Total	SEC 1A	SEC 2	Original Effort	
1.02 GOVERNMENTAL AGENCY COORDINATION						
1.03 DATA COLLECTION						
1.04 GEOTECHNICAL INVESTIGATION						
1.05 SUPPLEMENTAL SURVEYING						
1.06 ROW MAPPING						
1.07 UTILITY COORDINATION AND DESIGN						
1.08 INITIAL DESIGN AND DCC						
1.09 ROADWAY DESIGN						
1.10 DRAINAGE DESIGN						
1.11 STRUCTURAL DESIGN						
1.12 RETAINING WALL DESIGN						
1.13 SIGNING, MARKINGS AND SIGNALIZATION	2,512	1,024	432	1,292	36,488	70,088
1.14 TRAFFIC CONTROL PLAN						
1.15 TRAFFIC MANAGEMENT SYSTEMS						
1.16 ILLUMINATION						
1.17 TOLL FACILITY DESIGN						
1.18 MISCELLANEOUS						
1.19 COORDINATION, MEETINGS & INVOICING						
DIRECT SALARY SUBTOTALS	2,512	1,024	432	1,292	96,488	70,088
OVERHEAD						
PROFIT						
TOTAL LABOR COST	150.00%				144,732	105,133
TOTAL LABOR COST	13.00%				28,946	27,026
TOTALS					270,166	196,247
DIRECT EXPENSES						
TOTALS					270,166	196,247
DISE PERCENTAGE						
OVERALL PERCENTAGES						2.4%

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE

CATEGORY	MB		ISE	
	SEGMENT 1A		SEGMENT 1A	
	HOURS	COST	HOURS	COST
1.02 GOVERNMENTAL AGENCY COORDINATION				
1.03 DATA COLLECTION				
1.04 GEOTECHNICAL INVESTIGATION				
1.05 SUPPLEMENTAL SURVEYING				
1.06 ROW MAPPING				
1.07 UTILITY COORDINATION AND DESIGN				
1.08 INITIAL DESIGN AND DCC			6	\$ 328
1.09 ROADWAY DESIGN				
1.10 DRAINAGE DESIGN				
1.11 STRUCTURAL DESIGN				
1.12 RETAINING WALL DESIGN				
1.13 SIGNING, MARKINGS AND SIGNALIZATION				
1.14 TRAFFIC CONTROL PLAN				
1.15 TRAFFIC MANAGEMENT SYSTEMS				
1.16 ILLUMINATION	87	\$ 4,706		
1.17 TOLL FACILITY DESIGN			105	\$ 4,748
1.18 MISCELLANEOUS			16	\$ 731
1.19 COORDINATION, MEETINGS & INVOICING			23	\$ 1,002
DIRECT SALARY SUBTOTALS			150	\$ 6,810
OVERHEAD		\$ 4,706		
PROFIT		\$ 7,269		
TOTAL LABOR COST		\$ 12,775		
DIRECT EXPENSES		\$ 13,413		
TOTALS		\$ -		
		\$ 13,413		
DBE PERCENTAGE		0.2%		
OVERALL PERCENTAGES		0.2%		
				0.3%

Central Texas Regional Mobility Authority
 Contract # 08290E22702E
 290E Segment 01A and Segment 2

EXHIBIT D-1 FEE SCHEDULE

BREAKDOWN BY FIRM

CATEGORY	VERDI ^A		MCGRAY ^A		FUGRO ^A	
	HOURS	SEGMENT 2 COST	HOURS	SEGMENT 2 COST	HOURS	SEGMENT 2 COST
1.02 GOVERNMENTAL AGENCY COORDINATION						
1.03 DATA COLLECTION						
1.04 GEOTECHNICAL INVESTIGATION						
1.05 SUPPLEMENTAL SURVEYING			1,241	\$ 145,141		
1.06 ROW MAPPING						
1.07 UTILITY COORDINATION AND DESIGN						
1.08 INITIAL DESIGN AND DCC						
1.09 ROADWAY DESIGN	737	\$ 19,790				
1.10 DRAINAGE DESIGN						
1.11 STRUCTURAL DESIGN						
1.12 RETAINING WALL DESIGN						
1.13 SIGNING, MARKINGS AND SIGNALIZATION						
1.14 TRAFFIC CONTROL PLAN						
1.15 TRAFFIC MANAGEMENT SYSTEMS						
1.16 ILLUMINATION						
1.17 TOLL FACILITY DESIGN						
1.18 MISCELLANEOUS						
1.19 COORDINATION, MEETINGS & INVOICING						
DIRECT SALARY SUBTOTALS	737	\$ 19,790	1,241	\$ 145,141.00	2,206	\$ 484,256
OVERHEAD	145.00%	\$ 28,696				
PROFIT	12.00%	\$ 5,818				
TOTAL LABOR COST		\$ 54,304		\$ 145,141		\$ 484,256
DIRECT EXPENSES		\$ 1,220		\$ 2,900		
TOTALS		\$ 55,524		\$ 148,041		\$ 484,256
DBE PERCENTAGE	0.7%		1.8%			5.9%
OVERALL PERCENTAGES	0.7%		1.8%			5.9%

* DENOTES NO ADDITIONAL EFFORT

^A DENOTES 100% SEGMENT 2 COMPLETION

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

RESOLUTION NO. 10-21

**Supplement No. 1 to Work Authorization No. 1 with
Kennedy for Engineering and Design Services**

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 Turnpike Project (the "Project"); and

WHEREAS, in Resolution No. 07-70, dated December 7, 2007, the CTRMA Board of Directors authorized CTRMA staff to initiate the process for procuring design and engineering services for the design and engineering of the Project in three segments; and

WHEREAS, in Resolution No. 08-16, dated March 26, 2008, the Board of Directors authorized entering into a contract with Kennedy Consulting, Ltd. ("Kennedy") for the design and engineering of Segment 3 of the Project; and

WHEREAS, the CTRMA subsequently executed a contract and Work Authorization No. 1 with Kennedy for the design and engineering of Segment 3; and

WHEREAS, the CTRMA now desires to modify the scope of services that Kennedy will perform in connection with Segment 3 of the Project to allow for certain changes in design; and

WHEREAS, attached hereto and incorporated herein as Attachment "A" is Supplement No. 1 to Work Authorization No. 1 under the contract with Kennedy ("Supplement No. 1"), which sets forth a revised scope of services for engineering and design services Segment 3 of the Project; and


WHEREAS, it is necessary that the Board of Directors approve Supplement No. 1 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Supplement No. 1 and the related Scope of Services in the form or substantially the same form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Supplement No. 1 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Supplement No. 1 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 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-21
Date Passed 03/31/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-21
SUPPLEMENT NO. 1 TO KENNEDY WORK AUTHORIZATION NO. 1

ATTACHMENT C-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Kennedy Consulting, Ltd. (the Engineer) dated 07.30.08.

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

PART I. The Engineer will perform engineering services generally described as transportation engineering and design services for the 290 East Toll Project Segment #3 (approximate limits from just west of FM 3177 to FM 734) in accordance with the project description attached hereto and made a part of this Supplemental Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A-1, B-1 and C-1 which are attached hereto and made a part of the Work Authorization. The Engineer will provide services as outlined in the attached Exhibit B-1 modified to complete 60% PS&E for Segment 3.

PART II. The maximum amount payable under this Supplemental Work Authorization is \$4,318,413.95 which is \$523,355.92 less than the Lump Sum amount of the original Work Authorization. This amount is based upon the Engineer's revised estimated Work Authorization costs included in Exhibit D-1, Fee Schedule, which is attached and made a part of this Supplemental Work Authorization. The basis for payment will remain as shown in Exhibit D of the original Work Authorization.

This Supplemental Work Authorization shall become effective on the date of the final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1, not hereby amended, are to remain in full force and effect.

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)
J. Kevin Kennedy

(Printed Name)
President of the G.P. _____
(Title)

(Date)

(Signature)

Mike Heiligenstein

Executive Director

(Date)

LIST OF EXHIBITS

Exhibit A-1	Scope of Services to be provided by the Authority
Exhibit B-1	Scope of Services to be provided by the Engineer
Exhibit C-1	Work Schedule
Exhibit D-1	Fee Schedule
Attachment H-2	DBE subprovider Form

EXHIBIT A-1

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. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
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. Place at Engineer's disposal all reasonably available information pertinent to the Project, including but not limited to the following:
 - a. Available "as-built plans", existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, etc.
 - b. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development as necessary to complete the design.
 - c. Available flood plain information and studies from the Federal Emergency Management Agency, the Corps of Engineers, local municipalities and other governmental agencies as necessary to complete the design.
 - d. Information such as Preliminary Construction Sequencing Concept Plan, Preliminary Signage Concept Plan, Conceptual Drainage Analyses and Preliminary ITS Concept Plan.
5. Provide previous/existing Project Control.
6. Coordinate with the Engineer and utility companies in identifying utility impacts.
7. Revise/update ROW mapping as necessitated by the design.
8. Provide existing or updated SUE data (Level B SUE for revised project limits).
9. Provide Pavement Design Report and existing boring logs.
10. Handle all necessary submittals to the Texas Department of Licensing and Regulation (TDLR) for final review and inspection of all proposed pedestrian and bicycle facilities.
11. Coordinate with Segment Engineer and Landscape Architect to ensure final plans accommodate hardscape and future planting zones.
12. Provide guidance and direction regarding hydraulic drainage mitigation measures to reduce impacts into receiving streams, as necessary.

13. Coordinate with the Corps of Engineers, FEMA, TxDOT and COA for any approvals and permits required.
14. Provide the EPIC sheet for inclusion in the final plans.
15. Provide direction regarding informal NFIP coordination.
16. Provide recommendations/concurrence for overall temporary and final signing strategies.
17. Provide the 290 East Toll System Facilities Infrastructure Guidelines.
18. Provide Master General Notes for the project, and include the General Notes in the final plans with the Engineer's mark-ups incorporated.

EXHIBIT B-1
SERVICES TO BE PROVIDED BY THE SEGMENT ENGINEER

The Segment Engineer, herein referred to as the “Engineer”, shall be responsible for the work outlined in this Scope of Services.

1.01 Design Features

A. Major elements of work include the following:

The work to be performed under this project will include final geometric design for Segment 3 (Approximate Station 458+50 to 595+00) of the 290 E Toll Project, structures, storm drainage, signing, overhead sign structures, illumination, pavement markings, traffic control plans, guardrail, ITS system, retaining walls and the preparation of PS&E documents including any other incidental items necessary for the proposed project.

B. The design progression shall be as follows:

Initial Design – Review and refine horizontal and vertical geometry for the design segment. The eastern connection to existing US 290 will be modified to provide lane balance and route continuity from US 290 to the proposed 290E frontage roads, which will likely necessitate the extension of proposed improvements east of Gilleland Creek. Also, modifications to the Decker Lane connection will be made as directed by the GEC. In preparation for the Design Concept Conference the Segment Engineer shall prepare; a drainage design report, schematic exhibit illustrating proposed changes and a preliminary construction cost estimate.

60% Design - Prepare 60% plans for the roadway, striping, large guide signs, proposed structures, interchange layouts and final drainage design.

Pre-Final Submittal - Prepare 100% paper plans for the project and all supporting documents.

Final Submittal – Final Mylar submittal with all comments resolved.

1.02 Governmental Agency Coordination

A. The Segment Engineer will be required to coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to the TxDOT, City of Austin, Travis County, and the Federal Highway Administration.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.03 Data Collection

- A. The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the Corridor GEC, herein referred to as the “GEC”, in writing whenever the Engineer finds disagreement with the information or documents:
1. Data from the GEC, including available “as-built plans”, existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, etc.
 2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development as necessary to complete the design.
 3. Gather available flood plain information and studies from the GEC, Federal Emergency Management Agency, the Corps of Engineers, local municipalities and other governmental agencies as necessary to complete the design.
 4. Information prepared by the GEC such as; Preliminary Construction Sequencing Concept Plan, Preliminary Signage Concept Plan, Conceptual Drainage Analyses and Preliminary ITS Concept Plan.
- B. The Engineer is responsible for any adjustments to electronic files received by others, as described above, in order to ensure they line up with the 290 East Project Control. The Engineer will perform sufficient field investigations to gather information for the development of the construction plans.

1.04 Geotechnical Investigations

- A. The Engineer will review the Pavement Design Report and existing boring logs performed by others. Pavement Design Report provided by others shall include permanent, short term temporary, and long term temporary pavement designs for all main lanes, ramps, frontage roads, side streets, temporary roadways, and detours.
- B. General Requirements
- For all investigations, the Engineer shall:
1. Clear boring locations for underground and overhead utilities with DIG-TESS, the GEC and Travis County.
 2. Provide a traffic control plan for all work to be performed adjacent to traffic.
 3. Record coordinates of each bore hole utilizing project survey control. Bore holes will be marked for surveying of the ground elevations and coordinates in order to locate in the plans.
 4. Backfill borings with soil cuttings and bentonite plug and patch pavements with cold mix asphalt or concrete (match existing paving surface of affected road or drive).
 5. Supplement existing boring logs performed by others with new borings for the design of bridge structures, retaining walls, sign structures and toll gantries.

C. Bridges

The Engineer will:

1. Supplement existing boring logs performed by others as necessary to complete the bridge design. Proposed boring locations shall be identified by the Engineer and approved by the GEC prior to performing geotechnical investigations.
2. Analyze subsurface conditions and Cone Penetration Test (TCP) test results for each bridge location.
3. Develop recommendations for suitable foundation type, allowable bearing and skin friction resistance in bedrock, and minimum required penetration depths for each bridge location.
4. Perform laboratory testing to include: USCS Soil Classification, Atterberg limits, particle size analysis (D50), moisture content and unconfined compression tests.
5. At bridge locations, for each column, provide soil parameters and other necessary data so that structural engineer can determine point-of-fixity. Also, if appropriate, any necessary data for lateral analysis of drilled shafts.
6. Identify potential drilled shaft construction problems related to groundwater, caving soils, or very hard rock layers.

The Engineer will drill two additional Bridge Borings for a new proposed EBFR bridge across Gilleland Creek.

D. Retaining Walls

The Engineer will:

1. Supplement existing boring logs performed by others as necessary to complete the retaining wall design. Proposed boring locations shall be identified by the Engineer and approved by the GEC prior to performing geotechnical investigations.
2. Perform laboratory testing to characterize the uniformity and strength for the soils that will be supporting MSE walls and soil and rock conditions for design of drilled shaft walls. Laboratory testing will include: USCS Soil Classification, Atterberg limits, particle size analysis, moisture content and unconfined compression tests.
3. Analyze the bearing and sliding resistance of the foundation soils at each wall location.
4. Analyze the stability of each wall for rotational stability with respect to deep-seated shearing movements by performing slope stability analyses.
5. Analyze settlement of retaining walls.
6. Compare anticipated MSE wall applied bearing pressures with the allowable bearing resistance to determine whether or not the foundation soils need to be strengthened to support the walls.

7. Identify wall locations where global or rotational stability of the MSE walls is found to have a factor of safety of less than 1.3 based on un-drained soil shear strengths.

The Engineer will drill one additional Retaining Wall boring for a new wall along the proposed EBFR extension across Gilleland Creek.

E. Geotechnical Report

The Engineer will prepare a geotechnical report that will present recommendations for the design of the bridge foundations, retaining wall foundations, and sign structure and toll gantry foundations to include:

1. Site vicinity and geology map.
2. Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
3. Engineering and construction considerations, structural fill requirements and earthwork recommendations.
4. Subgrade depth and elastic modulus.
5. Wincore Version 3.1 logs in English units, laboratory test results, and plan of borings with station and offset and top-of-hole elevations.
6. Recommended foundation type, minimum embedment, allowable end bearing and skin friction resistance in bedrock.
7. Soil parameters and other data provided to structural engineers for use in determining point-of-fixity of bridge foundations for bridge column design and lateral analysis of drilled shafts.
8. Recommended bearing and sliding resistance for design of MSE walls. Where the allowable bearing resistance is likely to be exceeded by the walls bearing pressure, recommendations for increasing wall anchor lengths or improving the foundation soils will be presented to provide adequate bearing capacity.
9. Rotational stability analyses results for each retaining wall location. At wall locations where stability may be of concern the Engineer shall develop conceptual approaches to improve the rotational stability. Upon approval by the GEC the Engineer will further develop the selected concept.
10. Drilled shaft wall design recommendations to include active and passive soil and rock pressures and minimum embedment depths.
11. Soil nail wall design recommendations to include active soil and rock pressures, minimum anchor lengths, minimum grout hole sizes, minimum anchor spacing, and ultimate and allowable pullout values.
12. Spread footing wall design recommendations to include active and passive soil and rock pressures.

13. Tied-back wall design recommendations to include active soil and rock pressures, minimum tieback lengths, minimum tieback spacing, and ultimate and allowable pullout values.
14. Identification of potential foundation construction problems with recommendations to treat or avoid the problems.
15. Existing boring logs performed by others presented in the appendix to supplement the new borings for bridge structures, retaining walls, and sign and gantry structures. The intent is to have one report for the limits of this project. The Engineer assumes no liability for the accuracy of borings performed by others.
16. Minimum side slope and slope stability recommendations for storm water detention basins.
17. Calculated D50 soil size within potential scour locations for scour analysis computations.

The Engineer will modify the Geotechnical Report to include foundation recommendations for new EBFR Gilleland Creek bridge and analysis of new retaining wall along EBFR extension across Gilleland Creek.

F. Deliverables

The Engineer shall:

1. Submit ~~three (3)~~ draft copies of the geotechnical report for review and comment to the GEC. ~~Two (2)~~ additional draft copies of the geotechnical report shall also be kept on file with the Engineer for future reference.
2. Respond to GEC comments and make the appropriate revisions.
3. Submit ~~three (3)~~ final copies of geotechnical report that incorporate review comments. ~~Two (2)~~ additional final copies of the geotechnical report that incorporate review comments shall also be kept on file with the Engineer for future reference.
4. Provide signed and sealed sheets of boring logs for insertion into the construction plan set.
5. Coordinate with Engineer and provide geotechnical engineer signature and seal on all bridge and retaining wall foundation sheets to ensure conformance with recommendations provided in the geotechnical report.
6. Provide electronic copies of Soil Boring locations in MicroStation dgn file.
7. Provide complete soil boring data files in Wincore format.

1.05 Supplemental Surveying

- A. The Engineer shall coordinate all survey requirements with the GEC.
- B. Project Control

The Engineer shall:

1. Review and utilize the Project Control provided by the GEC including recovery, verification, re-establishment, densification and extension of control as necessary. All supplemental survey shall be developed in accordance with this project control.

C. Topographic Survey

The Engineer shall:

1. Provide staking in the field for boring locations as identified by the Engineer prior to performing geotechnical investigations. The Engineer shall provide horizontal and vertical locations that tie to project control for these staked locations and locate in plans. As-drilled locations shall be provided if substantially different from staked locations.
2. Supplement existing topographic survey to evaluate critical ROW points, drainage features, bridges, driveways, existing edge of pavements and pavement markings as necessary to complete the construction drawings.
3. Conduct a topographic survey to locate newly constructed direct connector and cross sections at tie-in points to the 290 East Toll Project. Locate SH 130 main lanes and elevations within north and south US 290 East frontage roads, if completed prior to commencement of this design survey.
4. Conduct survey necessary to develop inventory of existing roadway signs including the type, size, text, and location of all large and small signs. Digital photographs shall be provided of each sign.
5. Secure right-of-entry (ROE) by signed letter from any landowners from whom permission will be needed to complete the supplemental survey.
6. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
7. Control traffic in and near surveying operations adequately to comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices. In the event field personnel must divert traffic or close traveled lanes, the Engineer shall prepare a Traffic Control Plan for approval by the GEC prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to GEC personnel upon request.
8. Merge survey data provided into one combined topographic (2d) file and one combined DTM (3d) file. Bridge data may be in a separate .dgn file. Survey data to be obtained by the Engineer will be developed and delivered in 2D Microstation format compatible with TxDOT's system. The combined 3D Microstation file will also be supplied showing all spot points and break lines. The DTM will be compatible with GEOPAK and Microstation and all level symbology, location, and formats will match TxDOT's Microstation Graphic File Format prior to delivery. If

any AutoCAD to Microstation conversions have taken place, it will be the Surveyors responsibility to ensure all such formatting is maintained.

D. Survey Deliverables:

1. Merged 2D dgn (V8) file with planimetrics including survey control and bench marks
2. Merged 3D MicroStation (dtm) (V8) file with spot points and break lines clearly delineated on separate levels
3. 2D dgn of Project horizontal and vertical control
4. ASCII text file containing the survey data points
5. GEOPAK file and field book copies

1.06 ROW Mapping

- A. The Engineer shall review and evaluate proposed right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed right-of-way lines.
- B. If it is necessary to obtain additional easements and/or right-of-way parcels, the Engineer shall notify the GEC in writing of the need and justification for such action. The Engineer shall identify all utility relocations required within these new easements and/or right-of-way parcels and the GEC will coordinate between the Utility companies and the Engineer.
- C. The GEC will be responsible for all ROW mapping revisions / updates necessitated by design. The Engineer will support the GEC in this effort by providing drawings defining the proposed ROW or easement modifications.

The Engineer will investigate possible ROW needs for the proposed extension of EBFR across Gilleland Creek.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.07 Utility Coordination and Design

- A. The GEC shall coordinate with the Engineer and the utility companies. The Engineer shall attend meetings at the Initial Design, 60% and Pre-Final submittals with the various utility companies to discuss potential conflicts.
- B. The Engineer shall incorporate existing utility survey and SUE work into the Initial Design for presentation at a utility coordination meeting. If additional or supplemental SUE mapping by the Engineer is necessary for the completion of this project, it will be added to the scope of services when approved by the GEC.

- C. The Engineer shall evaluate and accommodate reasonable changes to plans as necessary or as requested by the GEC to avoid utility conflicts. It is anticipated that available ROW will be constrained at certain points in the corridor where design adjustments may be required to work with utilities.
- D. Illustrate existing utility locations on Roadway Plan sheets based on SUE data provided by the GEC. Roadway Profile sheets shall illustrate existing/proposed crossing utility locations.
- E. Show Proposed utility locations in the Proposed Cross Sections with each submittal using utility alignment and profile information provided in GEOPAK format by others.
- F. Review Utility Design's prepared by others for conflicts with construction plans.
- G. Notify the Utility Coordinator of any design changes which may affect existing utility locations or proposed utility designs.
- H. Utility designs and specifications will be prepared by agreement under a future work authorization as directed by the GEC.
- I. By supplemental agreement, incorporate utility plans, specifications and provisions prepared by others into the bid package. This includes, but is not limited to, the coordination of; Bid Items, Special Provisions and Specifications, Plan Sheet Page Numbers, Unit Prices and Estimate.

1.08 Initial Design and Design Concept Conference

- A. The Engineer shall review the 290 E Project Manual.
- B. The Engineer shall develop project specific geometric and drainage criteria and summarize in a Design Summary Report (DSR) which shall form the basis of the design and development of final construction drawings. The Engineer will furnish copies of this report to the GEC for review and approval prior to refinements to the final schematic.
- C. The Engineer shall review the current approved schematic and check all design values to ensure conformance with the Design Criteria established in the approved DSR. The Engineer shall notify the GEC if elements of schematic do not meet the specified Design Criteria. The Engineer shall also verify or refine the schematic to ensure compatibility with the ultimate project and ultimate adjacent projects.
- D. The Engineer shall proceed with refinements to the final schematic.
 - 1. The Engineer shall refine the horizontal and vertical alignment of the design schematic in English units for main lanes, direct connectors, ramps, frontage roads, and side streets.
 - 2. The Engineer will revise the connection to existing US 290 on the project's eastern termini. The revisions will address lane balance, route continuity, and access as necessary to meet project requirements and improve operations. It is anticipated that

the revisions will extend eastward and may require a new bridge over Gilleland Creek.

3. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super-elevation rate.
 4. Schematic refinements shall include changes to cross sections and geometry to optimize and finalize bridge limits and span arrangements, location of overhead sign structures and toll gantries, location of shared use pedestrian facility, development of feasible construction sequence and cost saving measures to reduce construction cost of the segment.
 5. Coordinate modifications to the schematic with the GEC and adjacent Engineers. It is the intent that the schematic refined by the Engineer will be used to progress directly to the 60% Design Phase.
 6. Prepare and submit preliminary bridge layouts for review by the GEC.
 7. Notify the GEC of any additional ROW needs.
 8. Notify the GEC of any changes in Control of Access limits illustrated in the refined schematic.
- E. The Engineer shall prepare a preliminary cost estimate for discussion at the Design Concept Conference (DCC).
- F. Develop Proposed Cross-Sections for the Engineer's refined schematic. The cross-sections should illustrate utilities based on proposed assignments.
- G. The Engineer shall plan, attend and document a DCC. Personnel from the GEC will participate. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:
1. Roadway, bridge, and drainage design parameters
 2. Engineering constraints
 3. Changes to the Schematic
 4. Project development schedule
 5. Other issues as identified by the GEC
- H. Deliverables
1. Submit ~~three~~ (3) copies of a schematic layout illustrating the finalized typical sections, horizontal and vertical geometry, and preliminary bridge limits and bent locations.
 2. Submit ~~three~~ (3) plots of the proposed design cross-sections on 11"x17" sheets including utilities based on the proposed assignments.
 3. Provide memorandum stating schematic is in compliance with specified Design Criteria or the exceptions that have been identified by the Engineer.

4. Submit three (3) copies of the preliminary cost estimate.
5. Submit electronic Meeting Minutes from DCC documenting any decisions made and/or direction received from the GEC.

The Engineer will rectify an error in Survey Control between the SH 130 construction and the US 290 Schematic. This rectification requires adjusting all schematic geometry to a common survey control with the SH 130 construction.

The Engineer will adjust the schematic for the closure of Decker Lane.

The Engineer will investigate several alternatives to terminate Segment 3 construction on the East end of the project. Critical issues are replacement of the existing eastbound Gilleland Creek bridge, control of access for Manor Tech High School, and traffic merging.

The Engineer will investigate several construction options to reduce project cost. Options include constructing only the northbound or southbound mainlanes, constructing only the interior mainlanes, etc.

Engineer will adjust schematic geometry as necessary to verify that future direct connectors can be accommodated properly.

The Engineer will relocate the EB entrance ramp to 290E from its location on the schematic to utilize the straddle and cantilever bents built with the existing DC.

The Engineer will develop temporary retaining wall layouts, ultimate wall layouts, and ultimate abutment layouts at Parmer Lane to accommodate future interchange Direct Connectors.

The Engineer will adjust geometry to accommodate an oversized truck route at Parmer and SH 130 and allow the greater vertical clearance requirements.

1.09 Roadway Design

A. Basic Plan Sheets

The Engineer will:

1. Prepare the PS&E Title Sheet.
2. Complete the detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number. The Engineer will update the Index of Sheets throughout the submittal process to allow for easier reference during the review process.
3. Prepare Project Layout Sheets at a scale of 1"=200' that clearly indicates the limits of the entire project.
4. Prepare Benchmark Layout Sheets at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

B. Roadway Plans & Geometry

The Engineer will:

1. Develop Proposed Typical Sections Sheets depicting the improvements to the 290 East Toll Project mainlanes, ramps, frontage roads, and side streets. The typical sections shall depict the appropriate pavement structure as provided by the GEC.
2. Complete Existing Typical Sections Sheets depicting the existing conditions of the project roadways, according to information provided by the GEC.
3. Complete Mainlane Roadway Plan and Profile sheets depicting the proposed construction of the 290 East Toll Project, frontage roads and ramps in the plan view. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
4. Complete Frontage Road Plan and Profile Sheets separate from the mainlanes, depicting the area in the plan view from mainlane centerline out for each direction. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
5. Prepare Cross Street Plan and Profiles and Intersection details showing spot elevations and contours.
6. Complete separate Ramp Plan and Profile sheets.
7. Develop Ramp Gore Layouts at the intersection of each ramp with its adjacent roadways. These layouts will show proposed grading, as well as station, offsets, curb radius and curb locations.
8. Prepare Horizontal Alignment Data Sheets depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
9. Develop Super-elevation Data Sheets to be included in the PS&E set. These sheets will define the pavement cross slopes for individual roadway alignments and describe transition locations and values.
10. Prepare Removal Plan Sheets at a 1"=100' scale. Removal sheets shall clearly indicate pavement and other pertinent items to be removed.
11. Develop Pedestrian and Bicycle Facilities. Prepare plan and profile sheets for the Shared-Use Path with details relating to the construction of the path. All pedestrian facilities must be designed under the guidelines set forth in the AASHTO Guide for the Development of Bicycle Facilities in accordance with the American Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). Show sidewalk and locations of ADA compliant route and grade break information at driveways within the project limits. The GEC will be responsible for all necessary submittals to the Texas Department of Licensing and Regulation (TDLR) for final review and inspection of all proposed pedestrian and bicycle facilities

The Engineer will develop additional Roadway Plan and Geometry Sheets to extend the proposed EBFR across Gilleland Creek. This includes extending Project Layout Sheets, Plan and Profile Sheets, and new Typical Section Sheets.

C. Grading and Details

The Engineer will:

1. Prepare Design Cross Sections at 100-foot stations and other locations as necessary for the determination of cut and fill quantities. Cross sections shall display proposed storm sewer and proposed utility elements.
2. Prepare Driveway Details for each driveway along the project corridor. When possible these driveways will be defined in a tabular format. Unique driveways will require individual details defining their construction.
3. Develop Driveway Profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for contractor's information.
4. Develop Miscellaneous Roadway Detail sheets for the project. The sheets will depict details required that are not defined in TxDOT standard detail sheets. When possible Statewide TxDOT or Austin District standards will be used for the project development.
5. Coordinate with GEC and Landscape Architect to ensure final plans accommodate hardscape and future planting zones and incorporate the necessary irrigation sleeves and power to accommodate future landscaping to be determined in a separate landscaping design and construction package developed by others.

The Engineer will extend Design Cross Sections to extend the proposed EBFR across Gilleland Creek.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.10 Drainage Design

- A. Review Conceptual Drainage Analyses prepared by the GEC.
- B. Drainage Impact Study: Engineer will perform all drainage design with a specific hydrologic and hydraulic study. Engineer will design and construct outfalls to not have any adverse impacts as defined below. Engineer will provide hydraulic drainage mitigation measures to reduce impact into receiving streams, if deemed necessary by the GEC. The criteria below are meant to clarify and supplement but not supersede the TxDOT Hydraulic Design Manual. Should any apparent conflicts arise, the Engineer should consult the GEC for clarification.

The Drainage Impact Study will include the following:

1. Identify all existing drainage outfalls within the limits of the project. Delineate drainage area boundaries for each drainage outfall including any area outside the limits of the project that drain to the outfall. Existing storm drain systems will be located and analyzed to the extent necessary for this study. Measure the existing impervious cover within each drainage area and compute the time of concentration for each drainage area.

2. Compute existing condition flows at all outfalls draining into receiving streams. Utilize 24-Hour rainfall depths in the City of Austin Drainage Criteria Manual and rainfall distributions employed in the most recent FEMA studies of the watersheds of interest to compute discharges for 2, 5, 10, 25, 50, 100 yr rainfall frequencies.
3. Delineate proposed condition drainage area boundaries. Include areas that are outside the project that drain to the proposed outfalls. Coordinate the drainage area delineation with adjacent projects. Measure the proposed condition impervious cover within each drainage area and compute the proposed condition time of concentration. Existing land use condition will be assumed for drainage areas outside the proposed ROW. Preliminary proposed condition storm drain trunk systems will be located and sized.
4. Compute proposed condition flows at all proposed outfalls draining into receiving streams. Utilize rainfall data as shown in previous bullet.
5. Determine hydrologic impacts from the proposed project by comparing the existing and proposed flow rates at each outfall, taking into account the hydrographs from upstream watersheds.
6. The primary criterion for no adverse impact is no more than one foot accumulative increase in water surface elevation of the 100-year flood. Engineer should use HEC-RAS or equivalent modeling approach to evaluate changes in water surface elevation. The community floodplain administrator will be consulted whether or not records are available to determine cumulative impacts from other projects. If such records exist, cumulative effects of other projects should be considered in determining a total one foot impact. Consideration should also be made to determine if one foot increase of water surface elevation would place additional structures or significant properties in the floodplain and this may necessitate reducing the one foot limit to a lower number for those locations. Impacts of the 2, 5, 10, 25, 50-year events should also be evaluated. Engineer will evaluate (on a case by case basis) structures or properties that could potentially be impacted by comparing levels of the structures or properties with the water surface elevations. Engineer will present results of impact analysis to the GEC. The decision to mitigate for impacts that are less than the one foot accumulative or due to the 2, 5, 10, 25, 50-year events will be made by the GEC. Other factors such as cost and significance of water level increase will also be taken into account in the decision.
7. Determine mitigation alternatives if the proposed project could have an adverse impact. The mitigation alternatives may include storm water detention basins and/or adjustments to proposed drainage area boundaries, possible adjustment to roadway profiles and adjustment of preliminary storm drain trunk system to accommodate required mitigation alternatives. The Engineer shall perform analysis to verify the need for a detention pond west of SH 130 on the north side of US 290 E proposed in the GEC's preliminary analysis. If the need is confirmed, the Engineer shall develop design and plan details for the pond. Any other mitigation alternatives will be coordinated with the GEC and added to the scope of services when approved.

8. If detention is chosen as the alternative for mitigation, the design of the pond will achieve mitigation of impacts for 2, 5, 10, 25, 50, 100 yr rainfall events. In the case where two adjacent drainage areas discharge to the same watercourse, an adverse impact is determined, and it would be difficult to provide detention for one of the areas, the detention pond for the other area could be sized such that the combined proposed flow from both areas does not result in adverse impacts. Consideration should be made on the stream reach that does not receive detention to insure no adverse impact. Distance downstream for these confluences would be determined on a case by case basis. Engineer will provide proper documentation of such situations to the satisfaction of the GEC.
9. Engineer will support the GEC in coordination with the Corps of Engineers, FEMA, TxDOT and COA for any approvals and permits required.
10. Submit a report that discusses the pertinent site information, analysis assumptions, hydrologic and hydraulic analyses, and the proposed design of any mitigation measures. Report should include a table that lists existing flows, proposed flows without mitigation, and proposed flows with mitigation (if mitigation proposed). A draft report with recommended mitigation measures will be submitted at the Initial Design Submittal. A final report with mitigation measures agreed by the GEC will be submitted at 60% Design Submittal.

C. Bridge and Culvert Plan Sheets

1. Hydraulic data Sheets: The Engineer will prepare hydraulic data sheets for bridges over creeks and any culvert within the project.
2. External Drainage Area Maps: The Engineer will finalize previously determined drainage areas from the hydrologic analysis and prepare exterior drainage area map sheet at a scale of 1"=200' or a scale approved by the GEC. The Engineer will show structure locations and, for large drainage basins, will indicate pertinent hydraulic information on these sheets.
3. Culvert layouts: The Engineer will prepare culvert plan and profile layouts at a scale of 1"=40'H and 1"=20'V that will depict culvert geometry for reconstruction or lengthening, as well as the applicable hydraulic information.

D. Storm Drain Plan Sheets

The Engineer will address the required project storm drain systems as follows:

1. Storm Drain Computations: The Engineer will analyze and design both open channel (ditches) and enclosed storm drains. Computations and design information will be presented in the appropriate plan sheets.
2. Interior Drainage Area Maps: The Engineer will prepare interior drainage area map plan sheets at an appropriate scale. These maps will depict drainage area boundaries and flow direction arrows. Each drainage area will be identified with a unique number corresponding to run-off information from the calculation sheets.

3. Drainage Plan and Profile Sheets: The Engineer will prepare drainage plan and profile sheets depicting locations of inlets, manholes, storm drains, culverts, utilities, channel improvements, ditch locations, cross-sections and flowlines as required. These sheets will be prepared at a scale of 1"=50'. Storm drain profiles will be prepared at a scale of 1"=50' H and 1"=10' V. Enclosed storm drain plans and profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions
4. Lateral Profiles Sheets: The Engineer will prepare lateral profile sheets for the enclosed storm drain systems. These sheets will be developed at a scale of 1"=50' H and 1"=10' V
5. Ditch Layout Schedule: The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown on the drainage plan sheets.
6. Drainage Detail Sheets: The Engineer shall use TxDOT standard details where practical. The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where TxDOT standard details cannot be utilized.
7. Temporary Drainage Facilities: The Engineer will develop temporary drainage facilities plans necessary to allow staged construction of the project. The Engineer will design required temporary drainage structures for a 5-year frequency event, and include structure size, flow line elevations and approximate structure location in the plan sheets. The Engineer will evaluate temporary drainage ditches between temporary drainage structures and outfall locations and designate a typical ditch section in the plans along with plan notes for the contractor to maintain positive drainage for these temporary ditches.
8. Trench Protection Determination: The Engineer will identify storm drain and culvert construction areas that will require trench protection or special shoring and indicate this information on the plans.

E. Scour Analysis

The Engineer will conduct scour analysis of creek crossings for contraction scour conditions and local scour of piers and abutments and will provide estimates of total scour depth for use in the design process. Utilize borings from the geotechnical investigation to determine proper treatment under the bridge. The results of the scour analysis should be included in the Drainage Impact Study.

F. Storm Water Pollution Prevention Plan (SW3P)

1. Erosion and Sediment Control Plans: Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The Engineer will develop a temporary erosion and sediment control plan for the

length of the project that complements the design and construction phasing of the project, and will include notes that indicate the contractor is responsible for detailed sequencing of the devices. The Engineer will consider the following design components: non-disturbance area delineation (preserving existing vegetation), temporary and permanent seeding or sodding, erosion control blankets, diversion dikes or swales, temporary mulch, silt fence, sand bags, rock filter dams, sediment traps, and construction exits. Permanent erosion control measures will be included on these sheets if needed.

2. SW3P: The Engineer will prepare SW3P summary plan sheet(s) in accordance with Texas Pollution Discharge Elimination System (TPDES) regulations and TxDOT practices. The Engineer will use TxDOT SW3P text sheet(s) to summarize erosion and sediment control measures.
3. Erosion and Sediment Control Details: The Engineer will prepare Erosion and sediment control details for any related items that are not covered by TxDOT standard details.
4. Environmental Issues, Permits, and Commitments: The GEC will provide the EPIC sheet for inclusion in the final plans.

G. National Flood Insurance Program (NFIP) Coordination

As directed by the GEC, the Engineer will conduct a limited NFIP informal coordination role with the local floodplain manager. Informal coordination includes information collection including identification of the latest Flood Insurance Study (FIS) applicable to the site, and acquisition of the FIS back-up data. The Engineer does not and will not present themselves as a CTRMA representative, or as having any other coordinating authority, including that for any map revision requirements.

H. Deliverables

The Engineer shall deliver:

1. Electronic version of the validated Project Specified Unit Hydrograph Model
2. Electronic versions of the Design Model and applicable data and maps
3. Electronic version of the Hydrologic Report in both *.doc and *.pdf Formats
4. Three (3) 8 ½"x 11" Bound Paper copies of the Hydrologic Report
5. Electronic version of the Hydraulic Impacts, Mitigation, and Design Report in both *.doc and *.pdf Formats
6. Three (3) 8 ½"x 11" Bound Paper copies of the Hydraulic Impacts, Mitigation, and Design Report
7. Electronic versions of the Storm Drainage Model, applicable data and maps
8. PS&E Storm Drainage sheets

9. PS&E SW3P sheets

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.11 Structural Design

The Engineer will use Load and Resistance Factor Design (LRFD) for all new bridges on this project and will design all bridge structures for HL 93 loading.

- A. Bridge Layouts: The Engineer shall prepare Bridge Layout plans and elevations for all bridge types listed below in accordance with the latest editions of the State’s *LRFD Bridge Design Manual*, *Bridge Project Development Manual*, and *Bridge Detailer’s Manual*.

Prior to commencing with the bridge layouts, the Engineer shall prepare a Bridge Type and Cost report that documents the analyses comparing costs for each bridge length versus pavement/embankment/retaining walls, to determine optimum bridge lengths and submit the report to the GEC. The report will also provide a cost comparison of different bridge types for each structure. The GEC will approve this analysis prior to preparation of the bridge layouts.

Proposed Bridge Limits Table:

Description	Approx. Length	Approx. Width	Estimated # of spans	Anticipated Beam Type
EB SH 130 Overpass	700'	74'	7	TX-Girder (TX54)
WB SH 130 Overpass	700'	74'	7	TX-Girder (TX54)
EBFR SH 130 Overpass	280'	14'	3	TX-Girder (TX54)
EB Parmer Overpass	870'	74'	8	TX-Girder (TX54)
EBFR Gilleland Trib	100'	48'	1	TX-Girder (TX46)
WBFR Gilleland Trib	100'	48'	1	TX-Girder (TX46)
WB Gilleland Creek	400'	48'	4	TX-Girder (TX46)

- B. Final Design Calculations and Details: The Engineer shall make final design calculations and final detail drawings for the 290 East Toll Project mainlane and frontage road structures, in accordance with standard requirements of TxDOT. All bridge design shall be in conformance with the latest edition of the State’s *LRFD Bridge Design Manual*, *Bridge Project Development Manual*, *Bridge Detailer’s Manual*, and *AASHTO LRFD Bridge Design Specifications*. The Engineer’s designer and checker shall both check all calculations and initial each page. The Engineer shall submit all structural design calculations and quantity calculations for review at the Pre-Final submittal.

The Engineer shall incorporate, in the final design of the bridge elements, aesthetic design features and details as shown in the 290 E Landscape and Aesthetic

Requirements. Standard details for corridor wide aesthetic treatments will be provided by the Segment #2 Design Engineer.

- C. Summary of Bridge Quantities: The Engineer shall provide at 60%, Pre-Final and Final Plan submittals.
- D. Abutment Details: The Engineer shall provide as per the proposed bridge table shown above.
- E. Interior Bent Details: The Engineer shall provide as per the proposed bridge table shown above.
- F. Framing Plan: The Engineer shall provide as per the proposed bridge table shown above.
- G. Slab Plan: The Engineer shall provide as per the proposed bridge table shown above.
- H. Deck Drainage Details: The Engineer shall provide details for concealed drainage for bridge deck scuppers. Drainage slots in bridge rails shall not be used for the mainlane structures.
- I. Miscellaneous Details: The Engineer shall provide as per the proposed bridge table shown above.
- J. Standard Details: The Engineer will use the latest TxDOT standard details for beams, diaphragms, railings, expansion joints, riprap, etc. when possible.
- K. Demolition: The Engineer shall review and evaluate the need for phased demolition for all structures in the project limits and provide phased removal for the structures. Phased demolition of structures may be shown on bridge construction sequence plans, removal plans, and/or traffic control plans. The Engineer shall review the as-builts and perform any necessary analysis to determine the structural integrity of any part of a structure that would remain open to traffic.

The Engineer will develop a bridge layout and options for phased construction of the proposed EBFR bridge over Gilleland Creek.

The Engineer will modify the existing Frontage Road Bridges over SH 130 to retrofit a typical sidewalk (WBFR) and a wide SUP sidewalk (EBFR). This includes plan details and deck drain modification details.

The Engineer will develop structural details for an ultimate abutment at Parmer Lane to accommodate future interchange Direct Connectors. This includes developing special details for a temporary condition.

The Engineer will prepare additional structural calculations beyond the typical required at 60% to provide enough data for an accurate project estimate.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.12 Retaining Wall Design

A. Retaining Walls: The Engineer shall provide layouts (scale Max:1"=40' and Min: 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project.

1. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the schematic. The Engineer shall make proposals to the GEC regarding most suitable wall type for each application.
2. Engineer will prepare retaining wall layout sheets showing plan and profile of retaining walls. Engineer will provide associated details, including soil borings in plan and profile views.

Prepare Layout Plan which includes:

- a. Designation of reference line
- b. Beginning and ending retaining wall stations
- c. Offset from reference line
- d. Horizontal curve data
- e. Total length of wall
- f. Indicate face of wall
- g. All wall dimensions and alignment relations (alignment data as necessary)
- h. Soil core hole locations

Prepare Elevation Plan which includes:

- a. Top of wall elevations
- b. Existing and finished ground line elevations
- c. Limits of measurement for payment

Proposed Retaining Wall Limits Table:

Description	Approx. Location	Orientation	Approx. Length (ft)	Type
Wall A	Sta. 490+00 to Sta. 495+75	Left	575'	MSE
Wall B	Sta. 490+00 to Sta. 495+75	Right	575'	MSE
Wall C	Sta. 505+50 to Sta. 511+00	Left	550'	MSE
Wall D	Sta. 505+50 to Sta. 510+00	Right	450'	MSE
Wall E	Sta. 529+50 to Sta. 534+00	Left	650'	MSE
Wall F	Sta. 538+00 to Sta. 541+00	Right	300'	MSE
Wall G	Sta. 542+00 to Sta. 545+00	Right	300'	MSE
Wall H	Sta. 542+00 to Sta. 544+50	Left	200'	MSE

3. Engineer will prepare structural details for non-proprietary wall designs, (i.e., tie-back, soil nailed, drilled shaft).
4. Engineer will identify temporary shoring needs and prepare layouts as necessary.

5. Type, limits and anchorage details of railing (If applicable)
 - a. Structural Details: The Engineer shall provide connection details for the retaining walls at bridge abutments
- B. Summary of Retaining Wall Quantities: The Engineer shall provide the summaries and quantities within all formal submittals.
- C. Soil Boring Logs: The Engineer shall provide all boring logs utilized within their design. Borings shall be shown on bridge plans at actual location with log information. Separate logs shall be submitted to the GEC for records purposes.
- D. Context Sensitive Design: The Engineer shall utilize detail drawings for aesthetic features as shown in the 290 E Landscape and Aesthetic Requirements.

The Engineer will design additional retaining walls along the EBFR to extend across Gilleland Creek.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.13 Signing, Markings and Signalization

- A. Review the Preliminary Signage Concept Plan prepared by the GEC.
- B. Signing and Pavement Marking Layouts: The Engineer shall prepare layouts, specifications, and details for pavement markings. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the GEC (and other Engineers as required) for overall temporary and final signing strategies including toll signing and placement of signs outside contract limits. Sign detail sheets shall be prepared for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide large sign summary sheets and small sign summary sheets. The Engineer shall also designate the shields to be attached to guide signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from TxDOT Standards. Sign poles, attachments, and details shall be designed per the GEC recommendations and standards.

The Engineer shall provide the following information on signing and pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. ROW lines.
4. Designation of arrow used on exit direction signs.
5. Culverts and other structures that present a hazard to traffic.
6. Existing signs to remain, to be removed, or to be relocated.
7. Proposed signs (illustrated and numbered).
8. Existing overhead sign bridges to remain, to be revised, removed or relocated.
9. Proposed overhead sign bridges including toll signing, indicating location by plan.
10. The Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets. Pavement marking plans shall also be

11. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 12. The location of interchanges, main-lanes, grade separations, frontage roads and ramps.
 13. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
 14. Direction of traffic flow on all roadways
- C. Overhead Sign Structures Elevations: Engineer shall provide overhead sign structure elevations including foundation, walkway, and electrical service for future ITS facilities.
- D. Summary of Overhead Sign Quantities: Engineer shall provide quantity summary sheets at the 60%, Pre-Final and Final Plan submittals.
- E. Signing Summaries: Engineer shall provide sign summary sheets at the 60%, Pre-Final and Final Plan submittals.
- F. Large Signing Details: Engineer shall provide details for large signs.
- G. Summary of Signing and Pavement Marking Quantities: Engineer shall provide quantity summary sheets at the 60%, Pre-Final and Final Plan submittals.
- H. The temporary and permanent traffic signal design documents will be prepared by the Segment 2 Consultant for the entire corridor as a single set of traffic signal plans for all three segments and incorporate into the PS&E package. The Engineer shall coordinate and provide plan drawings showing the locations of roadway and other facilities designed for Segment 3.
- The Engineer will remove effort necessary to stop work at a 60% submittal.

1.14 Traffic Control Plan

The Engineer will:

- A. Review the Preliminary Construction Sequencing Concept Plan prepared by the GEC.
- B. Prepare Traffic Control Typical Sections for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- C. Develop TCP Overview Plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=400' scale.
- D. Advanced Signing Layouts: The Engineer shall provide a detailed layout and arrangement of construction signs, construction pavement marking, traffic control

devices (including temporary signals and signal heads). The TCP shall include locations of portable changeable message sign devices at all key locations both within the project limits, and outside the right-of-way for every phase of construction. Prepare Advanced Warning Sign Layouts at a 1"=400' scale for the 290 East Toll Project and all cross streets.

- E. Prepare Detailed Traffic Control Plan Sheets at a scale of 1"=100'. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction utilizing cross section analyses per TCP phase.
- F. Prepare a detailed Sequence of Construction narrative and submit it to the GEC for review. The Engineer will revise and incorporate the narrative into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- G. Prepare Detour Layout Sheets showing plan & profiles where required to define the geometry for detours required in the traffic control plans. Where detours are required, the Engineer shall develop typical cross sections, calculate quantities, and show horizontal and vertical alignment information. Detour layouts will be prepared at a scale of 1"=100' H and 1"=10' V. The GEC will provide the pavement design section for temporary detours.
- H. Prepare Temporary Shoring Profiles for temporary shoring required during construction. These profiles will be prepared at a scale of 1"=100' H and 1"=10' V and depict existing ground and top of shoring. Existing ground and top of shoring elevations will be indicated at a minimum every 50 feet.
- I. Develop Traffic Control Details for items not covered by TxDOT standard drawings.
- J. Attend one Safety Review Meeting to present the proposed traffic handling scheme to the TxDOT's Safety Review Committee. The Engineer will incorporate the comments from the Safety Review Committee into the traffic control plans.
- K. Prepare an Engineer's Opinion of Construction Schedule to determine an approximate duration for each phase of construction. The schedule will be prepared using Primavera or Suretrak and delivered at 90% and Final submittals.
- L. Temporary Signals: The Engineer shall prepare temporary signal layouts if necessary to accommodate the proposed traffic control plan.
- M. Temporary Retaining walls: The Engineer shall provide temporary retaining wall layouts and adequate information (station, offset, length, elevation, type) in TCP plans for various phases of construction.

- N. Summary of TCP Quantities: The Engineer shall provide summary of TCP quantities at the 60%, Pre-Final and Final Plan submittals.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.15 Traffic Management System

- A. Intelligent Vehicle Highway Systems: The Engineer shall review the Preliminary ITS Concept Plan provided by the GEC. This review will be based on standard placement practices.
- B. Utilize the ITS Concept to provide the design plans including layouts, general notes, special specifications, and details for the ITS system infrastructure including the duct bank, pull boxes and conduit system that will be included in the construction bid package. The Engineer shall include the foundations for the Closed Circuit Television (CCTV) Surveillance, Microwave Video Detection System (MVDS), and the Dynamic Message Signs (DMS) and plans for the installation of laterals from the duct bank to the CCTV's, DMS's, Vehicle Detectors, Lane Control Signals (LCS), MVDS, HUB buildings, power supplies and signal interconnect locations.
- C. Review and coordinate placement of DMS devices in conjunction with guide signing along the corridor.
- D. Verify CCTV coverage within the corridor.
- E. Prepare cross-sections for CCTV, DMS, and lane-control signals.
- F. Coordinate ITS design elements with roadway, traffic signal communications, and Toll facility designs.
- G. Compute and Summarize Quantities – ITS: The Engineer shall provide summary of quantities at the 60%, Pre-Final and Final plan submittals.
- H. The Toll facility design documents will be prepared by the Segment 3 Consultant and incorporated into the PS&E package. The Engineer shall coordinate and provide plan drawings showing the locations the traffic management systems elements designed for Segments 1 and 2.

The Engineer will develop 8 additional layout sheets and 1 quantity summary sheet, and prepare general notes and special specifications for the Segment 1A PS&E.

The Engineer will analyze the ITS design prepared for Segment 2 and adjust to accommodate the Segment 1A ITS design.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.16 Illumination

The Illumination design documents will be prepared by the Segment 1 Consultant for the entire corridor as a single set of illumination plans for all three segments and incorporate into the PS&E package. The Engineer shall coordinate and provide plan drawings showing the locations of roadway and other facilities designed for Section 3.

1.17 Toll Facility Design

The Engineer will incorporate Toll facility design documents within the PS&E package. The Engineer shall provide roadway and civil activities for all the toll facilities in the corridor (Segments 1, 2 and 3) following the GEC provided US 290 East Toll System Facilities Infrastructure Guidelines including;

- A. Review and evaluate the latest design guidelines for CTRMA toll facilities.
- B. Review and provide comments on the preliminary toll layout locations provided by the GEC. This review will be based on standard placement practices.
- C. Prepare site plan and maintenance driveway layouts for each gantry site.
- D. Prepare typical sections through toll gantry areas with special pavement section.
- E. Develop dimension control and sensor locations for each gantry.
- F. Coordinate Toll facility design elements with roadway, ITS, drainage, illumination, traffic signals, utilities, and toll gantry designers.
- G. Concrete traffic barrier layouts and details as appropriate for the Project. These designs and details will incorporate special sections necessary to allow for proper roadway cross slope drainage, special section detailing through the toll gantry area, and taper sections.
- H. Prepare layouts and details for toll gantry locations, exterior and interior toll facility enclosures, foundations for toll facility enclosure and gas tank foundation, conduit runs required for toll collection equipment and other means of communication from the proposed truss to ground level. Provide designs and detailing for junction boxes, manholes, or any other elements necessary for detailing conduit/column interfaces or conduit terminations. Furthermore, provide traffic loop detector layouts in a formation acceptable and prescribed by the Toll facility design documents.
- I. Compute and Summarize Quantities – Toll Gantry: The Engineer shall provide summary of quantities at the 60%, Pre-Final and Final plan submittals.
- J. Coordinate with the Segment Engineers for Segments 1 & 2 to exchange the appropriate roadway and civil/site design information.

The Engineer will develop details for an additional toll gantry as part of the Segment 1A PS&E that will be used as an interim gantry prior to the construction of Segment 2.

In addition to additional services related with Segment 1A, additional coordination meetings on toll guidelines are required at the request of the GEC. Additional toll gantry detail sheets will be required based on updated guidelines for Segments 1, 2 and 3 that were not accounted for in the original scope of services.

The Engineer will develop additional detail sheets and coordination for each gantry location for the following items:

1. ILP Communication/Fiber Optic Detail
2. ILP Power detail
3. ILP AVI Riser Detail
4. ILP VES Data and Power Detail
5. ILP loop conduit detail
6. ILP Riser Detail
7. MISC. Conduit Detail
8. Misc. ground box detail
9. Misc. driveway detail.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.18 Miscellaneous

A. Quantities and Summary Sheets

The Engineer will tabulate quantities and prepare Summary Sheets for the following: Traffic Control (per phase), Earthwork, Roadway, Retaining Walls, Removals, Pavement markings, Small / Large Signs, ITS, Toll Facilities, Erosion Control and SW3P, Drainage related items including inlets, manholes and storm drain pipes.

B. Standards, Specifications and Estimate

The Engineer shall:

1. Download the appropriate TxDOT Standards from the State's web site. The Engineer will revise and seal any Standard that requires modification. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set. The Engineer will utilize Austin District Standards where applicable.
2. The Engineer shall provide (signed and sealed) any necessary details required to supplement standard details.
3. Prepare a tabulation of applicable Specifications, Special Specifications and Special Provisions for submission with the final PS&E package.
4. Review General Notes provided by the GEC for applicability to the project. The Engineer will mark-up a set and return it to the GEC for their inclusion in the final plan set.
5. Prepare a Construction Cost Estimate at the 60%, Pre-Final and final PS&E submittal, and supply a copy to the GEC in Microsoft Excel format.

C. Deliverables

The Engineer will submit ~~ten (10)~~ 11" X 17" paper copies at the 60%, and Pre-Final submittal. Final PS&E submittal shall include ~~ten (10)~~ 11" X 17" paper copies in

addition to the signed, sealed and dated 11” x 17” Final Mylars including all supporting documentation and paperwork.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.19 Coordination, Meetings and Invoicing

- A. The Engineer will need to participate and attend project workshops with other segment design consultants, specialty consultants, TxDOT, Corridor GEC, and CTRMA to establish the project issues, concerns, and objectives of the project that will influence the location and configuration of the proposed project and further define the scope of services to be provided by the Engineer.
- B. The Engineer will need to participate and attend monthly and bi-weekly design coordination meetings and production meetings as further detailed in the 290 E Project Manual.
- C. The Engineer will need to participate in the review process and attend comment resolution meetings for the various submittal milestones. The Engineer will respond to reviewer comments in tabular format for each submittal with explanations included for any items in disagreement. The Engineer will then attend a comment resolution meeting following each submittal to discuss review comments.
- D. All team members involved in the preparation of engineering plans, studies and reports shall have established QA/QC procedures and shall conform to those procedures during the life of the project. Engineering schematics, final design plans, calculations and cost estimates prepared by the Corridor GEC, TxDOT, Specialty Consultants, and Segment Design Consultants are to be thoroughly reviewed and checked before submittal to the Corridor GEC or CTRMA for review. The Segment Design Consultants have total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. The plans will be reviewed by the Corridor GEC and TxDOT for conformity with the CTRMA’s procedures and the terms of the project, as well as continuity with adjacent design segments. To ensure that adequate procedures will be employed to provide quality products and uniformity between project Segments, each Specialty and Segment Design Consultant will submit for approval it’s proposed QA/QC Plan to be used on this program. CTRMA will provide independent QA/QC audits to verify project compliance with this plan. The Specialty and Segment Design Consultants shall have a quality control plan in effect during the entire time work is being performed under this project.
- E. The Engineer shall provide assistance to the GEC during the bidding process.
- F. Follow invoice procedures as described in the 290 E Project Manual.
- G. The engineer shall attend pre-bid meeting.
- H. The engineer shall attend pre-construction meeting.

The Engineer will attend additional Bi-Weekly, Production, and Internal Coordination meetings to coordinate the added scope and during the extended schedule.

Contract No.

Work Authorization No. 1 – Supp. No. 1
Exhibit B-1

The Engineer will provide additional Monthly Progress reports and Project Accounting during extended schedule.

The Engineer will provide additional Project Management during the extended schedule.

The Engineer will remove effort necessary to stop work at a 60% submittal.

1.20 Construction Phase Services

It is anticipated that the Engineer shall perform the following construction phase services under this contract. These services are not included in this fee effort and will be covered in a future work authorization.

Contract No.

Work Authorization No. 1
Exhibit C-1

SUPPLEMENTAL WORK AUTHORIZATION
C-1

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO.1

EXHIBIT C-1
WORK SCHEDULE

The Engineer will perform engineering services as described in this Work Authorization and will submit deliverables to the Authority based on the following work schedule:

Transmittal of completed 60% Design.....January 13, 2010

EXHIBIT D-1
FEE SCHEDULE

FOR
KENNEDY CONSULTING, LTD.

290 EAST TOLL PROJECT - SEGMENT #3
SUPPLEMENTAL NO. 1

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

TOTAL COMPENSATION

Segment 3 - PS&E Design Items	\$	-523,355.92
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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 10-22

**Request for Qualifications for Development of All or a Portion of 290E
through a Comprehensive Development Agreement**

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 Turnpike Project (the “Project”); and

WHEREAS, effective July 30, 2008, the CTRMA and the Texas Department of Transportation entered into an agreement to formally waive the development of a market valuation for the Project as authorized by Section 228.0111(f-1) of the Texas Transportation Code; and

WHEREAS, on December 1, 2008, the Capital Area Metropolitan Planning Organization (“CAMPO”) approved business terms and conditions for the development of the Project as required by Section 228.0111(g) of the Texas Transportation Code; and

WHEREAS, in Resolution No. 08-62, dated December 17, 2008, the Board of Directors of the CTRMA exercised the option to develop the Project as provided for under the process and procedures of Section 228.0111 of the Texas Transportation Code; and

WHEREAS, Section 370.305 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through use of comprehensive development agreements (“CDAs”); and

WHEREAS, Section 9 of the CTRMA’s Procurement Policies sets forth the process by which the CTRMA may solicit proposals relating to a CDA through the issuance of a request for qualifications (“RFQ”); and

WHEREAS, the CTRMA Board of Directors desires to authorize the issuance of an RFQ to solicit proposals for the development of all or a portion of the Project through a CDA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes its staff to issue an RFQ for the development of all or a portion of the Project through a CDA; and

BE IT FURTHER RESOLVED, that staff is directed take such other actions as may be necessary to implement a process, consistent with Section 9.5 of the CTRMA Procurement Policies, to review the RFQ responses received, assess such responses based on the criteria identified in the RFQ, and prepare a recommendation to the Board of Directors regarding a short-list of firms to further participate in the development and procurement process and to receive a request for detailed proposals ("RFDP") as set forth in Section 9.6 of the Procurement Policies; and

BE IT FURTHER RESOLVED, that no RFDP shall be issued without the prior approval of the CTRMA Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-22
Date Passed 03/31/10

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

RESOLUTION NO. 10-23

**Work Authorization No. 1 to the Agreement for
Traffic and Revenue Engineering Services
With Jacobs Engineering Group, Inc.**

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. 08-34, dated June 25, 2008, the CTRMA Board of Directors authorized CTRMA staff to initiate the process for procuring traffic and revenue engineering services from one or more providers in accordance with the CTRMA’s procurement policies; and

WHEREAS, in Resolution No. 09-14, dated February 25, 2009, the Board of Directors authorized the Executive Director and staff to enter into negotiations and finalize agreements for various traffic and revenue engineering services with eight firms, including Jacobs Engineering Group, Inc. (“Jacobs”); and

WHEREAS, the CTRMA subsequently executed an Agreement for Traffic and Revenue Engineering Services with Jacobs effective December 31, 2009; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Work Authorization No. 1 to the Agreement for Traffic and Revenue Engineering Services with Jacobs (“Work Authorization No. 1”), which includes a Scope of Services for the provision of various on-demand analyses and general meeting support in connection with Jacobs’ role as a traffic and toll revenue consultant to the CTRMA; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 1 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. 1 and the related Scope of Services in the form or substantially the same form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that Work Authorization No. 1 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 1 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 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-23
Date Passed 03/31/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-23
JACOBS WORK AUTHORIZATION NO. 1

"DULLED"

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

RESOLUTION NO. 10-24

**Work Authorization No. 2 to the Agreement for
Traffic and Revenue Engineering Services
With Jacobs Engineering Group, Inc.**

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 CTRMA is currently pursuing the development of the proposed Loop 1 Managed Lanes Project; and

WHEREAS, in Resolution No. 08-34, dated June 25, 2008, the CTRMA Board of Directors authorized CTRMA staff to initiate the process for procuring traffic and revenue engineering services from one or more providers in accordance with the CTRMA's procurement policies; and

WHEREAS, in Resolution No. 09-14, dated February 25, 2009, the Board of Directors authorized the Executive Director and staff to enter into negotiations and finalize agreements for various traffic and revenue engineering services with eight firms, including Jacobs Engineering Group, Inc. ("Jacobs"); and

WHEREAS, the CTRMA subsequently executed an Agreement for Traffic and Revenue Engineering Services with Jacobs effective December 31, 2009; and

WHEREAS, attached hereto and incorporated herein as Attachment "A" is Work Authorization No. 2 to the Agreement for Traffic and Revenue Engineering Services with Jacobs ("Work Authorization No. 2"), which includes a Scope of Services for the provision a comprehensive traffic and toll revenue study for the proposed Loop 1 Managed Lanes Project between Lady Bird Lake and Parmer Lane; 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 and the related Scope of Services in the form or substantially the same form attached hereto as Attachment "A"; 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 31st day of March 2010.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-24
Date Passed 03/31/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-24
JACOBS WORK AUTHORIZATION NO. 2

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

RESOLUTION NO. 10-25

**Second Amendment to Agreement for Violation Processing
and Debt Collection Services with Municipal Services Bureau**

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. 07-55, dated August 29, 2007, the Board of Directors recognized the need for toll transaction processing services for CTRMA projects; and

WHEREAS, in Resolution No. 07-71, dated December 7, 2007, following the issuance of a request for proposals and review of the responses thereto in accordance with the CTRMA's procurement policies, the CTRMA Board of Directors authorized and approved of the retention of Gila Corporation, d/b/a Municipal Services Bureau ("MSB") to provide toll transaction processing services to the CTRMA; and

WHEREAS, effective January 15, 2008, the CTRMA executed an Agreement for Violation Processing and Debt Collection Services with MSB (the "Agreement"), which was subsequently amended effective October 1, 2008; and

WHEREAS, other regional mobility authorities in the state have expressed an interest in entering into interlocal agreements by which the CTRMA would provide them with toll transaction processing services using the expertise of the CTRMA and its staff and consultants, including without limitation MSB; and

WHEREAS, the CTRMA believes that the provision of such services to other regional mobility authorities is an efficient use of resources, allows the CTRMA to provide valuable support for other similar toll authorities, and would mutually benefit the CTRMA and the other authorities involved; and

WHEREAS, the transition from cash to all electronic toll collection necessitates certain changes in the rates paid to MSB for violation processing services under the Agreement; and

WHEREAS, the CTRMA desires to approve a Second Amendment to the Agreement with MSB, in the form or substantially the same form attached hereto as Attachment "A", to revise certain rates paid to MSB for violation processing services and to explicitly authorize the provision of

toll transaction processing services on behalf of the CTRMA to other regional mobility authorities outside of the CTRMA's jurisdictional area subject, in each instance, to approval by the Board of Directors.

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

BE IT FURTHER RESOLVED, that the Second Amendment to the Agreement with MSB and any change orders or other documentation necessary to give effect thereto may be finalized and executed by the Executive Director on behalf of the CTRMA and that the Agreement may be further amended from time to time as deemed necessary by the Board of Directors.

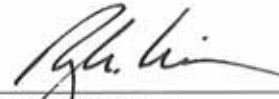
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-25
Date Passed 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-25
Second Amendment to Agreement with MSB

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

This Second Amendment (this "Amendment") to the Agreement for Violation Processing and Debt Collection Services dated effective January 15, 2008, as amended on October 1, 2008 (the "Agreement") by and between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau ("MSB") is made for the purpose of amending Article I and Appendix B of the Agreement.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-25, dated March 31, 2010, Article I of the Agreement is amended as described below:

Article I of the Agreement is amended by adding a new second paragraph to read as follows:

At the request of the CTRMA, the Consultant may be asked to provide any or all of the Services described in this Agreement to other regional mobility authorities in the state through intergovernmental agreements to which the CTRMA may be a party. In the event that the Consultant is asked to provide Services to other regional mobility authorities, the provision of the Services shall be governed by the terms of this Contract, including, without limitation, the Scope of Services set forth in Appendix A, subject to mutually agreed upon revisions, if necessary, to reflect specific circumstances of the authority and/or project for which the services are being provided. Unless otherwise agreed to by the parties, the Consultant shall provide other regional mobility authorities to which it provides Services pursuant to this Agreement with the same reports and access to the violation database that it is required to provide to the CTRMA. The provision of Services to other regional mobility authorities may entail the provision of Services for projects that are not part of the CTRMA Turnpike System, are located outside the jurisdiction of the CTRMA, and are not owned or operated by the CTRMA.

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

Violation process item	Amount Consultant receives for each paid item
Video bill (Pay by mail)	16% of each toll (including, without limitation, electronic toll collections) and \$1.00 handling fee for each mailing.
Violation Notice	\$10.00 per paid Notice
Collections	\$20.00 all collection activities per unpaid Notice
Court packets	\$75.00 flat fee per packet requested

Image review

\$0.07 per image accurately processed.

Effective Date of Amendment: Except as otherwise specified above, this Amendment shall be effective as of March 31, 2010.

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

**Central Texas Regional Mobility
Authority**

By: *[Signature]*

Title: *Executive Director*

Date: *10-22-10*

**Gila Corporation, d/b/a Municipal Services
Bureau**

By: *[Signature]*

Title: *CEO*

Date: *9/28/10*

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

RESOLUTION NO. 10-26

**Interlocal Agreement with
Cameron County Regional Mobility Authority
for Toll Collection Processing Services**

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 interests and proposals from other Texas toll authorities interested in providing toll transaction processing services (including violations processing and debt collection services) and services related to acquisition and installation of toll collection equipment; and

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

WHEREAS, the CTRMA and the CRRMA previously authorized entry into an interlocal agreement pursuant to which the CTRMA will provide the CCRMA with toll systems implementations equipment and services using its own expertise and that of its toll systems implementation and maintenance consultant, Caseta Technologies; and

WHEREAS, the CTRMA previously entered into an Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau (“MSB”) for the provision of violation processing, collection management, and court process support services; and

WHEREAS, the CTRMA and the CCRMA have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll transaction processing services to the CCRMA through its own expertise and that of its consultants, including MSB; 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 transaction processing 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 31st day of March, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Winkerson
Chairman, Board of Directors
Resolution Number 10-26
Date Passed 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-26
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 transaction processing, toll collection services (including "pay-by-mail" processing, violations processing and debt collection services) and toll systems implementation equipment and services related to the SH 550 Toll Project and future CCRMA toll projects; and

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

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

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

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

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

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

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

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

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

I. FINDINGS

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

II. ACTIONS

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

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

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

The current applicable fees for service are provided in the Rate Schedule set forth in Attachment "C". The CTRMA agrees to pay, or cause to be paid, any funds collected by the CTRMA on behalf of the CCRMA within 72 hours of receiving those funds. The current Schedule for collection of toll related funds is provided in the CTRMA Toll Funds Collection Schedule set forth in Attachment "D". The CTRMA may deduct applicable processing fees prior to transferring toll related funds to the CCRMA, resulting in a net invoice or payment to CCRMA. The funds due and fees deducted shall be clearly shown on the associated summary document.

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

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

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

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

III. GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing, either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection processing services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice.

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

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

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

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

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

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

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

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: _____
Pete Sepulveda, Jr.,
RMA Coordinator

ATTACHMENT "A"

RFI



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

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

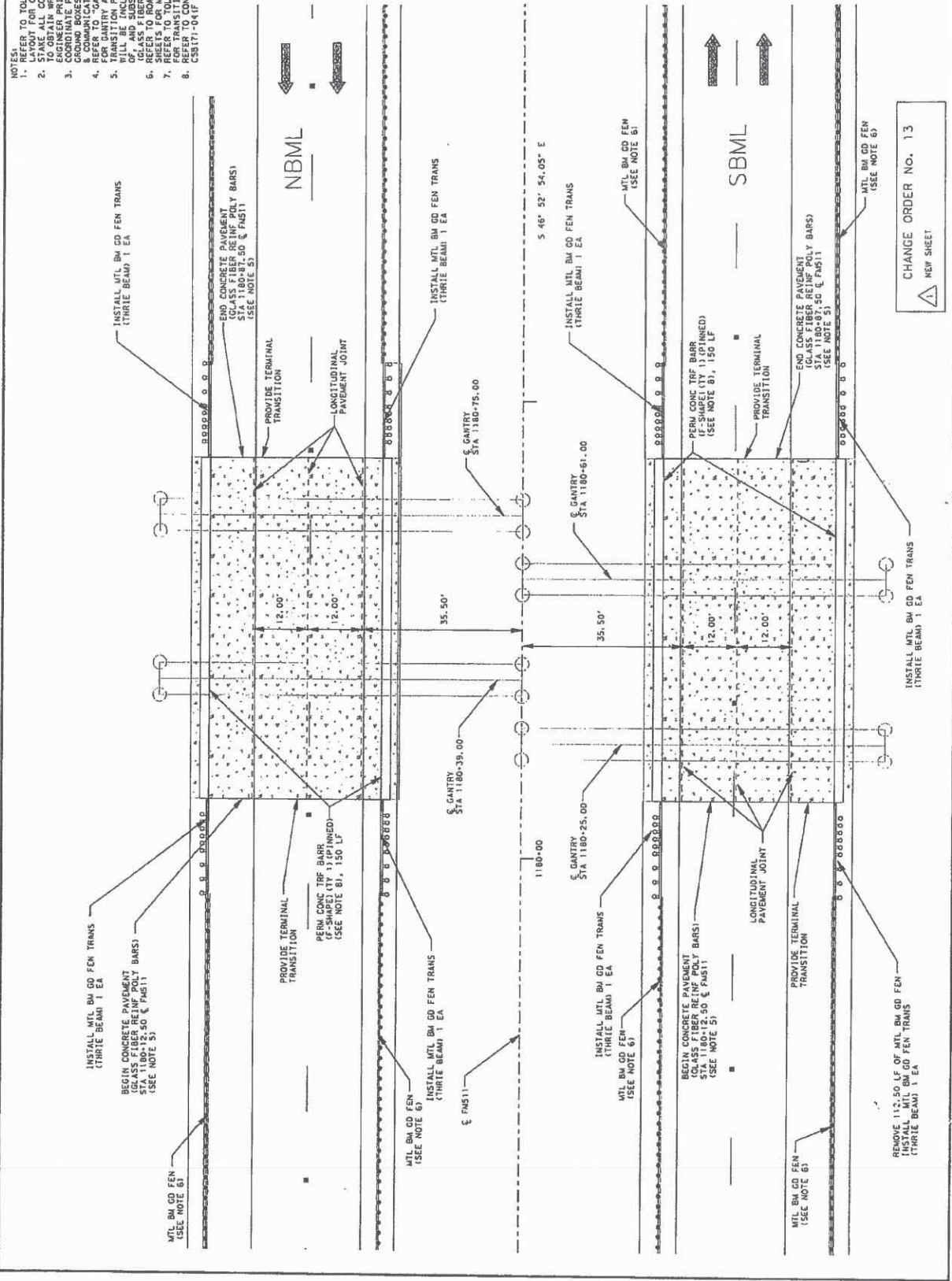
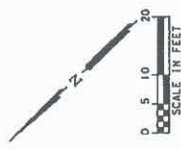
2	PROJECT SUPPORT	Unit	Qty	Per Unit Cost (\$)	Total	Comments
A	General Project Support General Project Support as described in the Project Support Description of Services			\$		
B	Business Rules Development Business Rules Development as described in the Project Support Description of Services			\$		
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			\$		
Sub-Total				\$		

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

4	POST "START OF TOLLING" SERVICES	Unit	Qty	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 Blit Processing Pass through costs (list all applicable pass-through items)			\$		
				\$		
				\$		
				\$		
				\$		

NOTES:

1. REFER TO TOLL FACILITY CONDUIT RISER PLAN FOR CONDUIT TIE-IN DETAILS.
2. TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO PLACEMENT OF CONDUIT & GROUND BOXES WITH UTILITY FOR POWER & COMMUNICATION TIE-IN.
3. REFER TO "GARPRO ELEVATION" SHEETS FOR CONCRETE FINISH ELEVATIONS.
4. WILL BE INCLUDED WITHIN THE LIMITS OF THIS DRAWING.
5. REFER TO ROADWAY PLAN & PROFILE FOR CONDUIT TIE-IN DETAILS.
6. REFER TO TOLL FACILITY CONDUIT RISER PLAN FOR CONDUIT TIE-IN DETAILS.
7. REFER TO CONCRETE SAFETY BARRIER, CS317-01P SHAPET FOR PIN DETAILS.



HNTB
 NEW CONSTRUCTION
 2010
 2010
 2010

FM 511 TOLL FACILITY LAYOUT

PROJECT NO.	101407
DATE	10/14/07
DESIGNER	HNTB
CHECKER	HNTB
DATE	10/14/07
SCALE	AS SHOWN

CHANGE ORDER NO. 13
 NEW SHEET

LEGEND

- ⊗ GROUND BOX (TYD)
- ⊕ NUMBER OF 1" HOPE CONDUIT (CONDUIT)
- ⊖ NUMBER OF 2" HOPE CONDUIT (POWER)
- ⊙ NUMBER OF 2" HOPE CONDUIT (CONDUIT)

GENERAL NOTES

1. ALL CONDUIT 1" HOPE UNLESS OTHERWISE NOTED. 1" AND GROUND BOX LOCATIONS TO OBTAIN WRITTEN APPROVAL FROM THE UTILITY PROVIDER.
2. COORDINATE PLACEMENT OF CONDUIT AND GROUND BOXES WITH UTILITY PROVIDER'S AND COMMUNICATION LINE-TO-LINE SHEETS FOR ADDITIONAL INFORMATION. INSTALLATIONS SHALL BE BORED UNDER EXISTING PAVEMENT.

FRONTAGE ROAD NOTES

1. BORED 2" HOPE CONDUIT ESTIMATED AT 300 LF FOR FRONTAGE ROAD
2. FOUR GROUND BOXES (TY D) REQUIRED. WILL BE LOCATED AT APPROX. FM 511 STA. 1180+73 ON NB SIDE OF FRONTAGE ROAD.
3. ELECTRICAL SERVICE INCLUDED IN CONTRACT. SEE UTILITY PROVIDER'S APPROVAL REQUIREMENTS FOR INSTALLING THIS CROSSING.

10/13/2009

E. J. Joseph



HNTB
 4415 Olive Street
 Dallas, Texas 75241
 Tel: (214) 761-1200

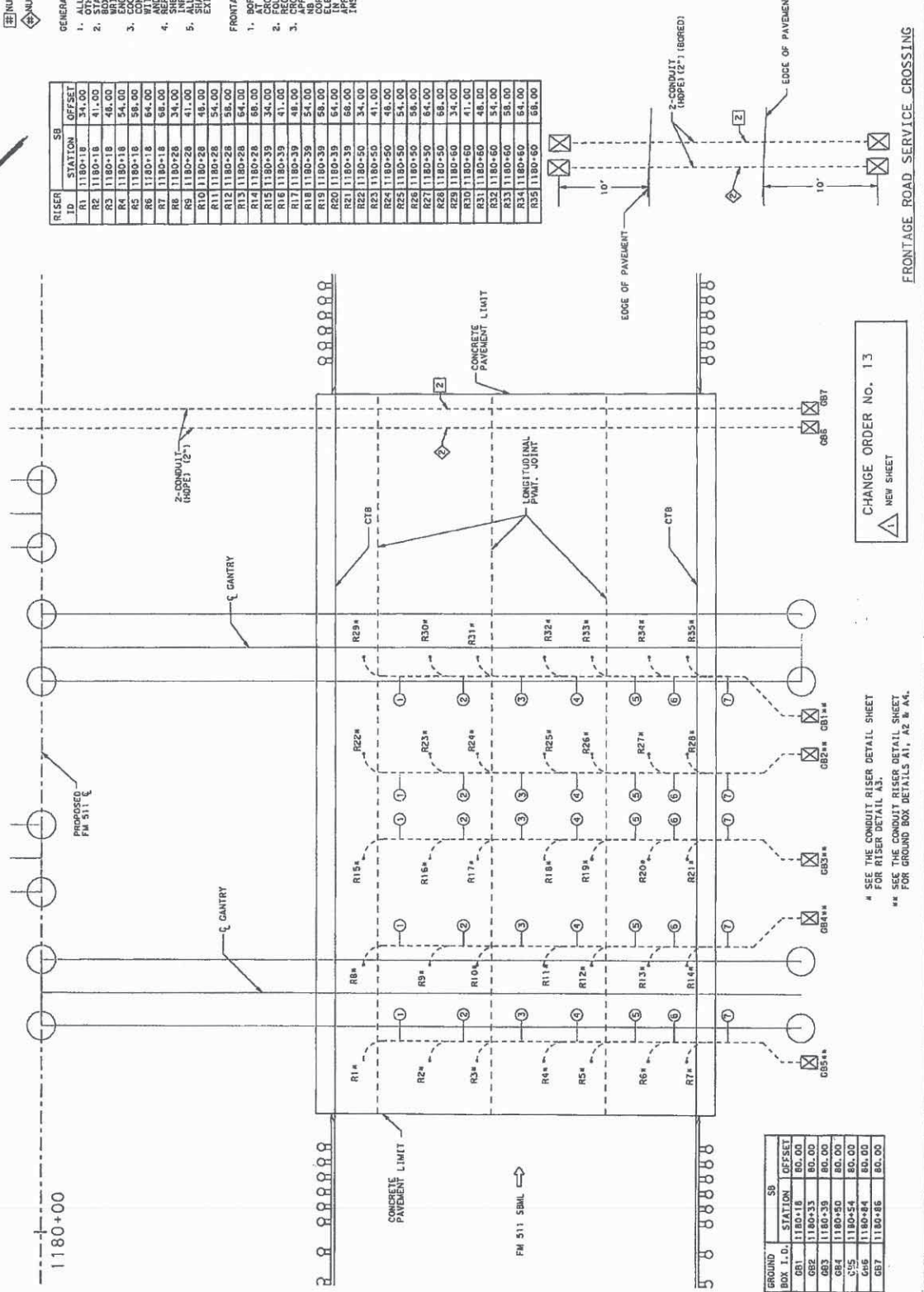
FM 511
 SOUTHBOUND
 TOLL FACILITY
 CONDUIT RISER
 LAYOUT

(SHEET 1 OF 2)

DATE: 10/13/09
 DRAWN BY: J. S. JONES
 CHECKED BY: J. S. JONES
 PROJECT NO.: 06884-01-048
 SHEET NO.: 511



RISER ID	STATION	OFFSET
R1#	1180+18	80.00
R2#	1180+33	80.00
R3#	1180+48	80.00
R4#	1180+63	80.00
R5#	1180+78	80.00
R6#	1180+93	80.00
R7#	1180+108	80.00
R8#	1180+123	80.00
R9#	1180+138	80.00
R10#	1180+153	80.00
R11#	1180+168	80.00
R12#	1180+183	80.00
R13#	1180+198	80.00
R14#	1180+213	80.00
R15#	1180+228	80.00
R16#	1180+243	80.00
R17#	1180+258	80.00
R18#	1180+273	80.00
R19#	1180+288	80.00
R20#	1180+303	80.00
R21#	1180+318	80.00
R22#	1180+333	80.00
R23#	1180+348	80.00
R24#	1180+363	80.00
R25#	1180+378	80.00
R26#	1180+393	80.00
R27#	1180+408	80.00
R28#	1180+423	80.00
R29#	1180+438	80.00
R30#	1180+453	80.00
R31#	1180+468	80.00
R32#	1180+483	80.00
R33#	1180+498	80.00
R34#	1180+513	80.00
R35#	1180+528	80.00



GROUND BOX I.D.	STATION	OFFSET
GB1	1180+18	80.00
GB2	1180+33	80.00
GB3	1180+48	80.00
GB4	1180+63	80.00
GB5	1180+78	80.00
GB6	1180+93	80.00
GB7	1180+108	80.00

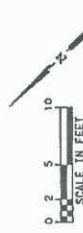
SEE THE CONDUIT RISER DETAIL SHEET FOR RISER DETAIL A3.
 ** SEE THE GROUND BOX DETAILS A1, A2 & A4.

CHANGE ORDER NO. 13
 NEW SHEET

FRONTAGE ROAD SERVICE CROSSING

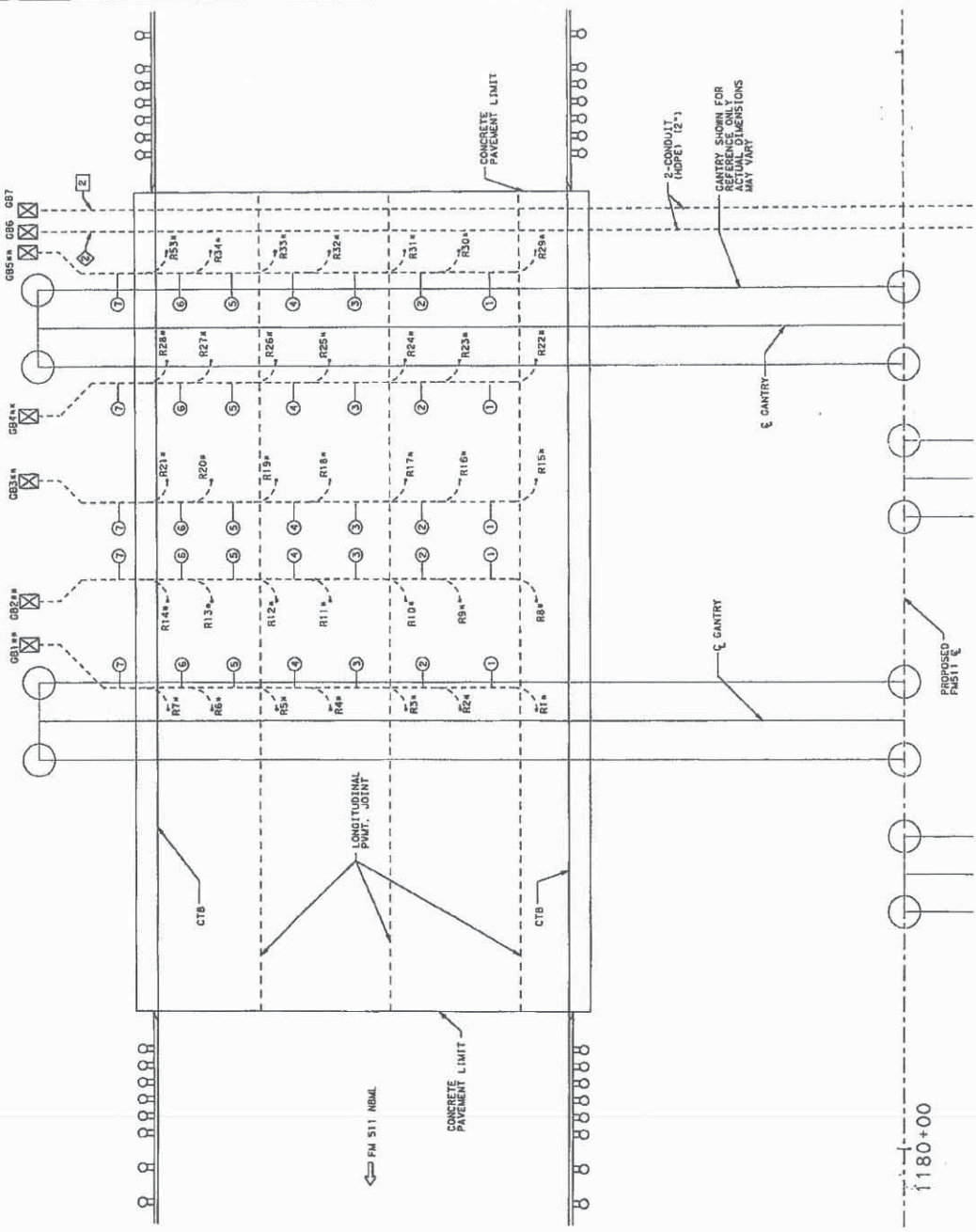
LEGEND

- ⊗ GROUND BOX (ITD)
- ⊕ NUMBER OF 1" HOPE CONDUIT (CONM)
- ⊖ NUMBER OF 2" HOPE CONDUIT (POMER)
- ⊙ NUMBER OF 2" HOPE CONDUIT (CONM)



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

RISER ID	STATION	NR	OFFSET
R1	1180+40	7	-34.00
R2	1180+40	6	-41.00
R3	1180+40	5	-48.00
R4	1180+40	4	-54.00
R5	1180+40	3	-58.00
R6	1180+40	2	-64.00
R7	1180+40	1	-68.00
R8	1180+50	7	-34.00
R9	1180+50	6	-41.00
R10	1180+50	5	-48.00
R11	1180+50	4	-54.00
R12	1180+50	3	-58.00
R13	1180+50	2	-64.00
R14	1180+50	1	-68.00
R15	1180+61	7	-34.00
R16	1180+61	6	-41.00
R17	1180+61	5	-48.00
R18	1180+61	4	-54.00
R19	1180+61	3	-58.00
R20	1180+61	2	-64.00
R21	1180+61	1	-68.00
R22	1180+72	7	-34.00
R23	1180+72	6	-41.00
R24	1180+72	5	-48.00
R25	1180+72	4	-54.00
R26	1180+72	3	-58.00
R27	1180+72	2	-64.00
R28	1180+72	1	-68.00
R29	1180+82	7	-34.00
R30	1180+82	6	-41.00
R31	1180+82	5	-48.00
R32	1180+82	4	-54.00
R33	1180+82	3	-58.00
R34	1180+82	2	-64.00
R35	1180+82	1	-68.00



GROUND BOX I. D.	STATION	SB	OFFSET
GB1	1180+46	-	-80.00
GB2	1180+50	-	-80.00
GB3	1180+61	-	-80.00
GB4	1180+67	-	-80.00
GB5	1180+82	-	-80.00
GB6	1180+84	-	-80.00
GB7	1180+95	-	-80.00

CHANGE ORDER No. 13
 NEW SHEET

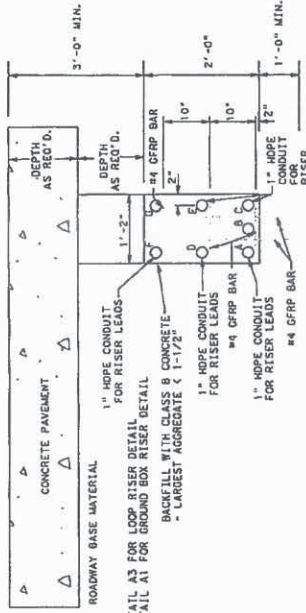
10/13/2009
 STATE OF TEXAS
 PROFESSIONAL ENGINEER
 Feh R. Klyke



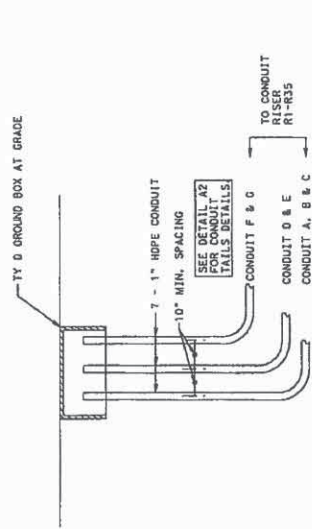
HNTB
 1818 North Loop West
 Houston, Texas 77010
 281.441.4200
 HNTB No. 42

FM 511
 NORTHBOND
 TOLL FACILITY
 CONDUIT RISER
 LAYOUT
 (SHEET 2 OF 2)

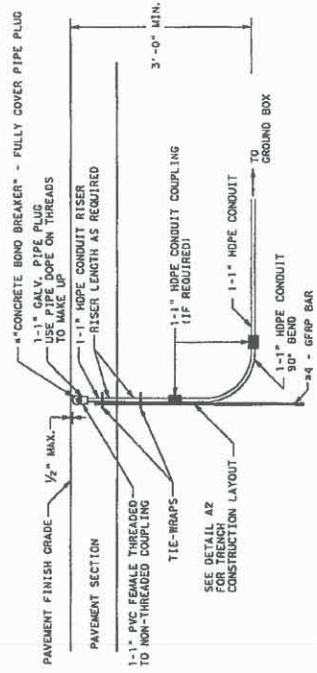
PROJECT NO.	2008 020
DATE	10/13/09
DESIGNER	HNTB
CHECKER	
DATE	
SCALE	
PROJECT	FM 511
SHEET	2 OF 2



CONDUIT RISER DETAIL A2
 LOOP TAIL TO GROUND BOX
 CONDUIT TRENCH DETAIL

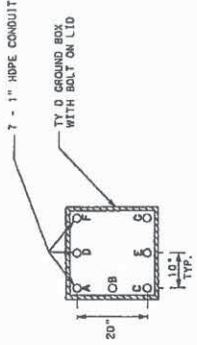


CONDUIT RISER DETAIL A1
 LOOP TAIL TO GROUND BOX
 CONDUIT TRENCH DETAILS



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

*SUBSIDIARY TO CONDUIT



DETAIL A4
 TYPICAL GROUND BOX
 CONDUIT ARRAY

CHANGE ORDER No. 13
 NEW SHEET

10/13/2009



Tom Risher

NO. 311, POSTER BOARD 11x17, 1/8\"/>



HNTB

FM 511 TOLL FACILITY CONDUIT RISER DETAILS

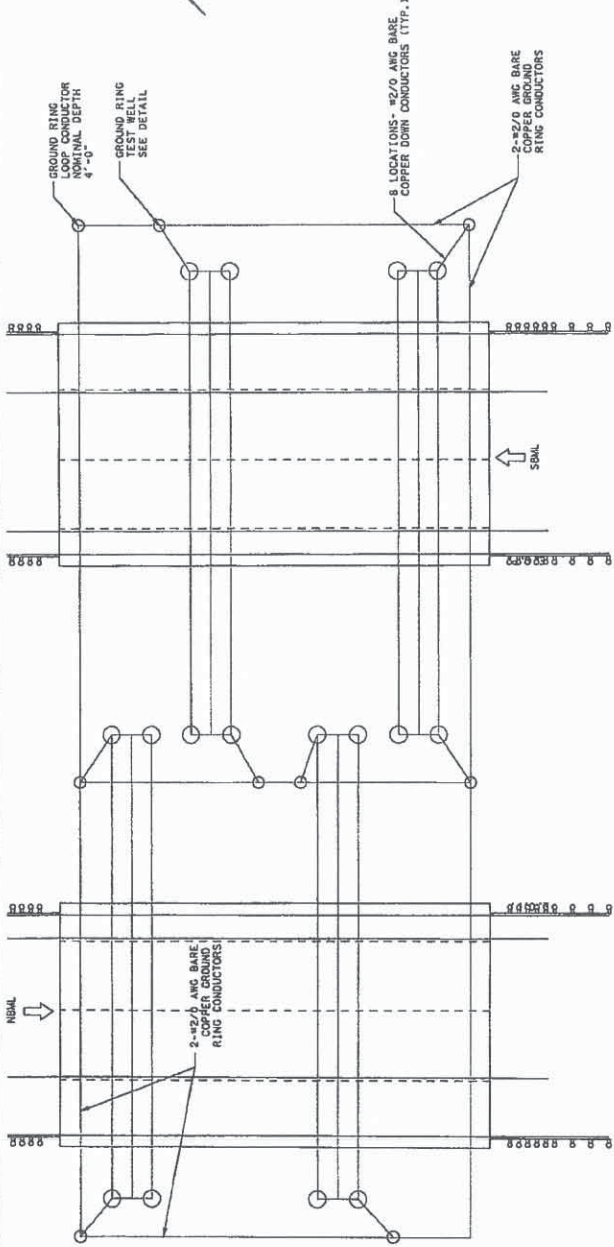
(SHEET 1 OF 1)
 PROJECT NO. 0203 0203
 DATE 10/23

DESIGNER: CAMERON
 CHECKER: JAB
 DATE: 7/23/09

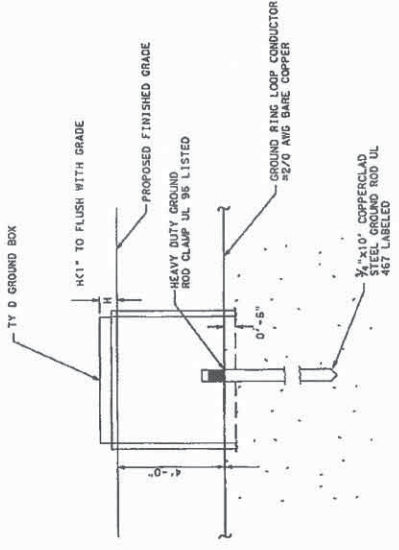
NOT TO SCALE

NOTES:

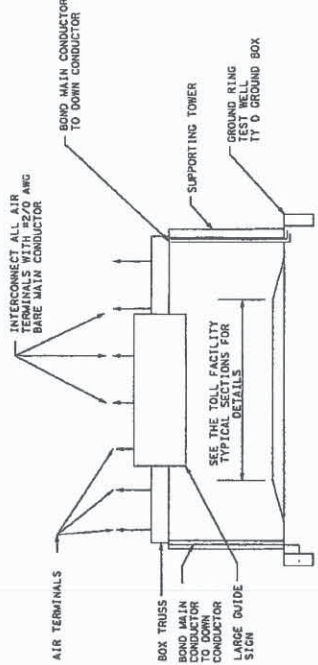
- 1) ALL STRUCTURAL CONCRETE AND CONDUIT INSTALLATIONS SHALL COMPLY WITH THE FOLLOWING:
- 2) ALL LPS SHALL BE INSTALLED BY A UL LISTED INSTALLER.
- 3) ALL LPS MATERIALS SHALL MEET NFPA 780, CLASS II REQUIREMENTS.
- 4) ALL CONNECTIONS SHALL BE DOUBLE TIED, 14'-0" CENTERED ON GANTRY TRUSS.
- 5) ALL TERMINALS SHALL ACCOMMODATE A GUIDE.
- 6) ALL TERMINALS SHALL ACCOMMODATE A GUIDE.



MAINLINE GROUND RING PLAN VIEW
(TYPICAL)



GROUND RING TEST WELL DETAIL
(TYPICAL)
NOT TO SCALE



MAINLINE GROUND RING ELEVATION
(TYPICAL)
NOT TO SCALE

10/13/2009



Eric R. Kelly
Professional Engineer
License No. 58100
State of Texas



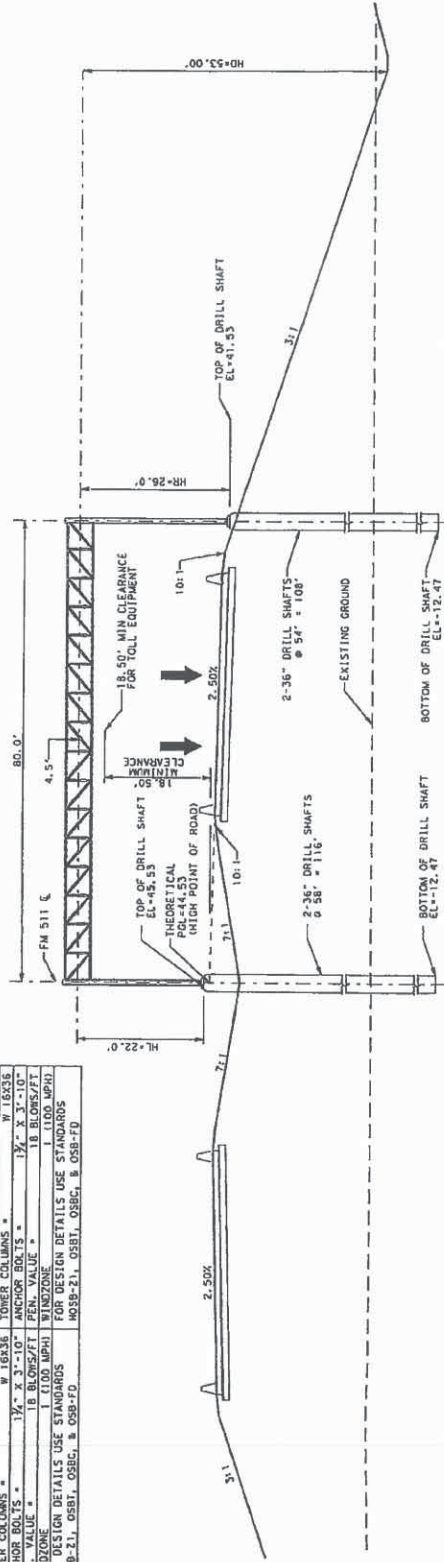
FM 511
TOLL FACILITY
LIGHTNING
PROTECTION
SYSTEM DETAILS

SHEET 1 OF 11	
PROJECT NO.	1088
DATE	10/13/09
DESIGNED BY	EMERSON
CHECKED BY	EMERSON
DATE	10/13/09
SCALE	AS SHOWN
PROJECT	FM 511

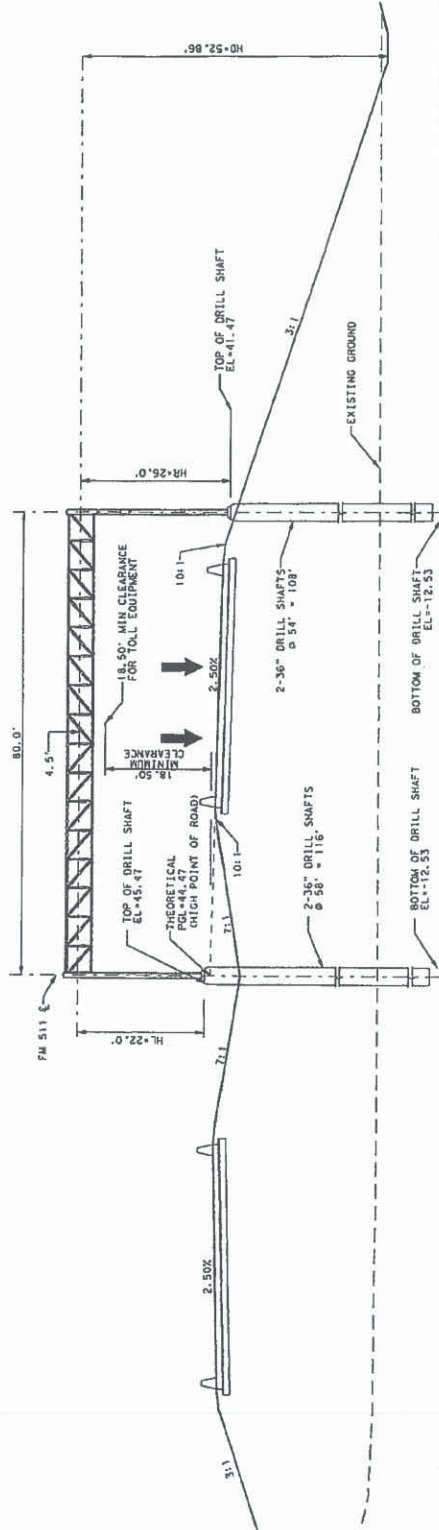
CHANGE ORDER NO. 13
NEW SHEET

DESIGN PARAMETERS:	STA 1180+25.00	DESIGN PARAMETERS:	STA 1180+61.00
LENGTH OF SPAN	80 FT	LENGTH OF SPAN	80 FT
RT LOWER HEIGHT	22 FT	RT LOWER HEIGHT	22 FT
DESIGN HEIGHT	53.00 FT	DESIGN HEIGHT	53.00 FT
UPLIFT L _T	88.8 KIP	UPLIFT L _T	88.8 KIP
UPLIFT R _T	92.7 KIP	UPLIFT R _T	97.3 KIP
DRILL SHAFT DIAMETER	36 IN	DRILL SHAFT DIAMETER	36 IN
DRILL SHAFT LENGTH L _T	58 FT	DRILL SHAFT LENGTH L _T	58 FT
DRILL SHAFT LENGTH R _T	54 FT	DRILL SHAFT LENGTH R _T	54 FT
LOWER COLLARS	W 18X36	LOWER COLLARS	W 18X36
ANCHOR BOLTS	1/2" X 3" 10"	ANCHOR BOLTS	1/2" X 3" 10"
PEN. VALUE	18 BLOWS/FT	PEN. VALUE	18 BLOWS/FT
WINDZONE	1 (1100 MPH)	WINDZONE	1 (1100 MPH)
FOR DESIGN DETAILS USE STANDARDS	H05B-21, 05B1, 05B2, 05B-FD	FOR DESIGN DETAILS USE STANDARDS	H05B-21, 05B1, 05B2, 05B-FD

NOTE:
UPLIFT FORCE FOR 25 FT TOWER HEIGHT WAS
CALCULATED USING TOWER STANDARD H05B-21
AND A TOWER HEIGHT OF 85 FT DUE TO DESIGN
HEIGHT BEING OVER 30 FEET.



GANTRY ELEVATION
STA 1180+61.00



GANTRY ELEVATION
STA 1180+25.00

10/14/07

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Texas
Department
of Transportation

HNTB
NATURAL CAPITAL
SUSTAINABILITY
INTEGRATION

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

NO.	DATE	REVISION	BY	CHK

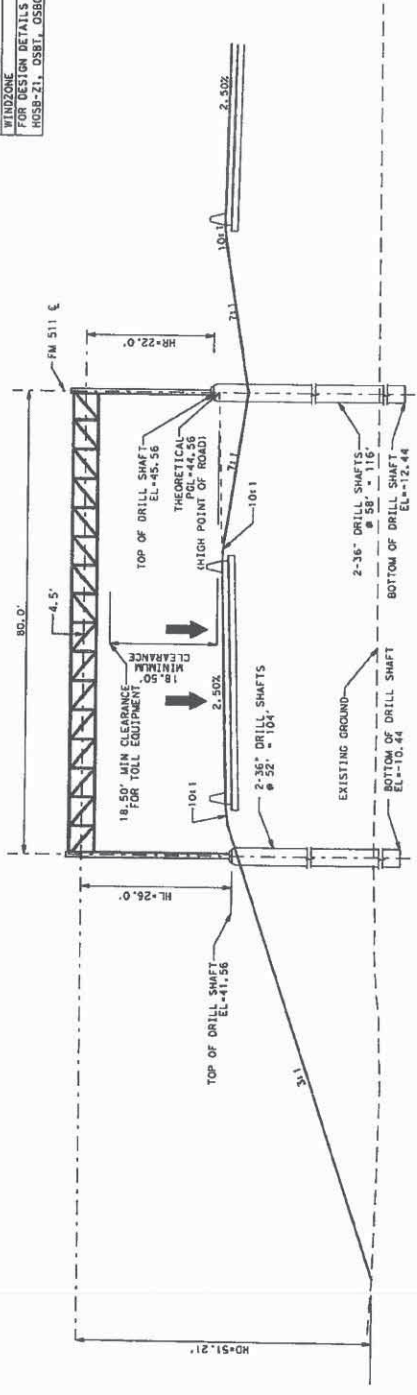
STATE	TX	PROJECT NO.	02081020	CONTRACT NO.	1008
COUNTY	PHARR	SECTION	250	CONTRACT	1008
DRAWN	GT	DATE	04-08	SCALE	AS SHOWN

CHANGE ORDER NO. 13
NEW SHEET

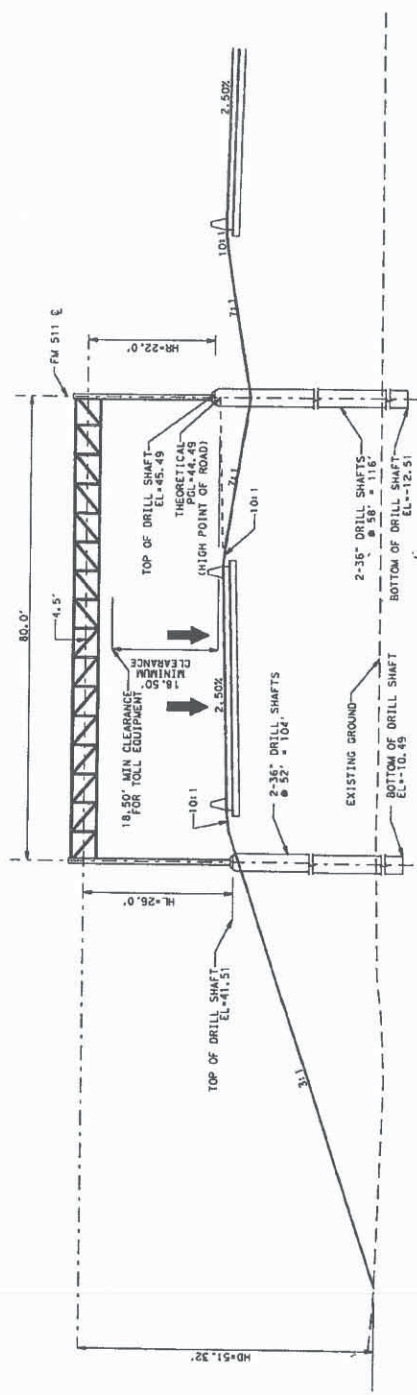
NOTE:
 UPLIFT FORCE FOR 22 FT TOWER HEIGHT WAS
 CALCULATED USING TYPICAL STANDARD NOSB-21
 STANDARD BEING 1000 LBS/FT DUE TO DESIGN
 HEIGHT BEING OVER 30 FEET.

DESIGN PARAMETERS	STA 1180+39.00	DESIGN PARAMETERS	STA 1180+75.00
SPAN	80 FT	LENGTH OF SPAN	80 FT
LT TOWER HEIGHT	92 FT	RT TOWER HEIGHT	92 FT
DESIGN HEIGHT	51.32 FT	DESIGN HEIGHT	51.32 FT
UPLIFT LT	92.7 KIP	UPLIFT RT	88.4 KIP
DRILL SHAFT DIAMETER	36 IN	DRILL SHAFT DIAMETER	36 IN
DRILL SHAFT LENGTH LT	52 FT	DRILL SHAFT LENGTH RT	52 FT
TOWER COLLARS	2	TOWER COLLARS	2
ANCHOR BOLTS	1/2" X 3'-10"	ANCHOR BOLTS	1/2" X 3'-10"
PEN. VALUE	18 BLOWS/FT	PEN. VALUE	18 BLOWS/FT
WINDZONE	1 (100 MPH)	WINDZONE	1 (100 MPH)

FOR DESIGN DETAILS USE STANDARDS
 NOSB-21, OSB1, OSB2, & OSB-FD




GANTRY ELEVATION
 STA 1180+75.00




GANTRY ELEVATION
 STA 1180+39.00

CHANGE ORDER No. 13
 NEW SHEET



11/3/09



HNTB
 THE HUNT GROUP
 INCORPORATED
 2009
 Texas
 Department
 of Transportation

NO. DATE REVISION DESCRIPTION, P.P. 33

PROJECT NO. 0208 (020)

CONTRACT NO. 0208 (020)

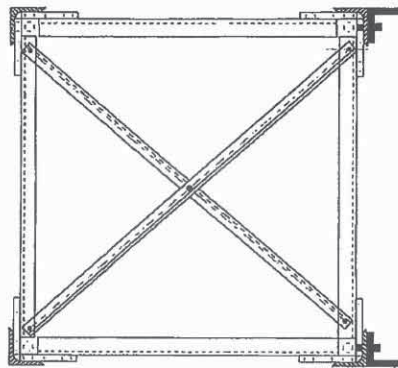
DATE 11/3/09

PROJECT NO. 0208 (020)

CONTRACT NO. 0208 (020)

DATE 11/3/09

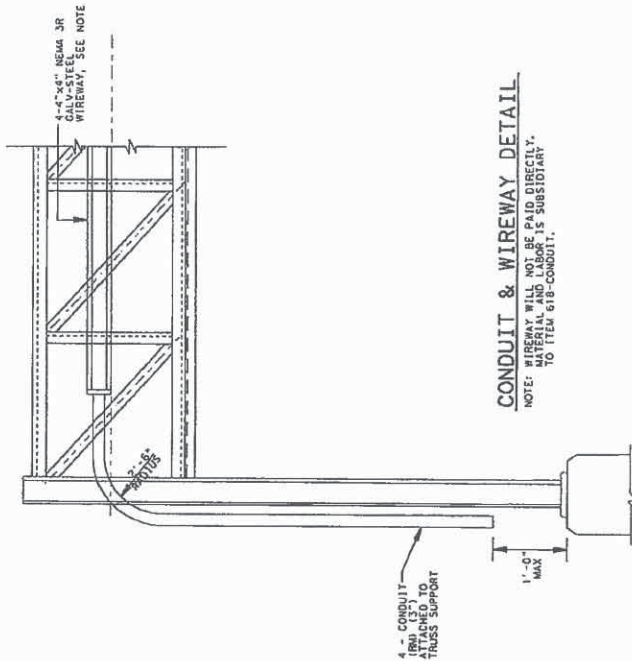
- ① CONNECT ADDITIONAL TRUSS ANGLE USING 1/2" BOLTS AT 8" MAX SPACING. PROVIDE HOLES AT 8" MAX SPACING ON FREE LEG OF ADDITIONAL TRUSS ANGLES.



PROVIDE ADDITIONAL TRUSS ANGLE TO MATCH EXISTING TRUSS CHORD, TYP. ①

TRUSS ANGLE DETAIL

NOTE: ADDITIONAL TRUSS ANGLES REQUIRED TO MATCH EXISTING TRUSS ANGLE SHALL NOT BE PAID DIRECTLY. THEY SHALL BE PAID THROUGH THE OVERHEAD SIGN SUPPORT.



CONDUIT & WIREWAY DETAIL

NOTE: WIREWAY SHALL NOT BE PAID DIRECTLY. IT SHALL BE PAID THROUGH THE OVERHEAD SIGN SUPPORT TO ITEM 618-CONDUIT.

4. CONDUIT SHALL BE ATTACHED TO TRUSS SUPPORT

1'-0" MAX

- WIREWAY NOTES:**
1. SURFACE WIREWAY IN EXPOSED LOCATIONS SHALL BE SHEET METAL CHANNEL, SUITABLE FOR USE AS A WIRING TROUGH, WITH HINGED AND SCREW CLAMPED COVER, SIZED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 2. WIREWAY SHALL BE OF THE NEMA TYPE 3R WITH HINGED LID AND SCREW FASTENERS APPROPRIATE FOR THE ENVIRONMENT WHERE INSTALLED.
 3. WIREWAY SHALL BE FIELD FACTORY PRE-DRILLED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. KNOCKOUTS SHALL BE FIELD FACTORY PRE-DRILLED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. FINISH SHALL BE HOT DIP GALVANIZED INSIDE AND OUT WITH A MINIMUM OF 1.5 OZ OF ZINC COATING PER SQUARE FOOT OF SURFACE AREA.
 4. WIREWAY SHALL CONFORM TO REQUIREMENTS OF NEC.
- INSTALLATION NOTES:**
1. INSTALL PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
 2. WIREWAY SHALL BE INSTALLED ON OVERHEAD BOLTS, CLIPS, AND STRUTS TO FASTEN RACEWAY CHANNEL TO SURFACES. MARK PLUMB AND LEVELHEAD BOLTS, CLIPS, AND STRUTS TO FASTEN RACEWAY CHANNEL TO SURFACES. MARK PLUMB AND LEVELHEAD BOLTS, CLIPS, AND STRUTS TO FASTEN RACEWAY CHANNEL TO SURFACES. MARK PLUMB AND LEVELHEAD BOLTS, CLIPS, AND STRUTS TO FASTEN RACEWAY CHANNEL TO SURFACES. MARK PLUMB AND LEVELHEAD BOLTS, CLIPS, AND STRUTS TO FASTEN RACEWAY CHANNEL TO SURFACES.
 3. SURFACE RACEWAYS SHALL BE FIELD FACTORY PRE-DRILLED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. FINISH SHALL BE HOT DIP GALVANIZED INSIDE AND OUT WITH A MINIMUM OF 1.5 OZ OF ZINC COATING PER SQUARE FOOT OF SURFACE AREA.
 4. SURFACE RACEWAYS SHALL BE FIELD FACTORY PRE-DRILLED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. FINISH SHALL BE HOT DIP GALVANIZED INSIDE AND OUT WITH A MINIMUM OF 1.5 OZ OF ZINC COATING PER SQUARE FOOT OF SURFACE AREA.
 5. SURFACE RACEWAYS SHALL BE FIELD FACTORY PRE-DRILLED CONCENTRIC OR ECCENTRIC CONDUIT KNOCKOUTS. FINISH SHALL BE HOT DIP GALVANIZED INSIDE AND OUT WITH A MINIMUM OF 1.5 OZ OF ZINC COATING PER SQUARE FOOT OF SURFACE AREA.
 6. GROUND AND BOND RACEWAYS AND WIREWAYS AS PER NEC.

GENERAL NOTE:

REFER TO "PAINT/TOLL GANTRY ELEVATION" SHEETS FOR ADDITIONAL INFORMATION.

CHANGE ORDER NO. 13
NEW SHEET

Structural

10/06/2009

Electrical

10/6/2009

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Texas
Department of
Transportation

HNTB
HNTB CONSULTANTS
TRANSPORTATION DIVISION
"WE'VE GOT IT"

NO.	REV.	DESCRIPTION

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

REV.	BY	DATE	DESCRIPTION
1			
2			
3			
4			
5			
6			

0684 01 045 FM 511

ATTACHMENT "B"

SCOPE OF SERVICES

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

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

ATTACHMENT "C"

RATE SCHEDULE

In accordance with the provisions of Appendix "B" of the Agreement between the CTRMA and the MSB for Violation Processing and Debt Collection Services, the Texas Statewide Interoperability of Toll Collection Systems Agreement, and in accordance with the CTRMA's response to CCRMA's Request for Information Regarding Toll System Implementation and Support for SH-550 via Inter-Local Agreement, the amount CTRMA is to receive for each CCRMA transponder-based and image-based process item is as follows:

Process Item	Fees due to the CTRMA (or their consultants and partners) from CCRMA for each process item	Funds due to the CCRMA from CTRMA (or directly from their consultants) for each process item
*Transactions submitted to the Statewide Interop Hub and paid by the away agency	8% of the toll amount	92% of the toll amount
* Pay-by-Mail invoice processing and mailing	16% of the Pay-by-Mail total toll amount plus a \$1.00 handling fee for each mailing	84% of the Pay-by-Mail total toll amount
*First violation notice processing and mailing	\$10	\$5
*Second violation notice processing and mailing	\$10	\$5
*Final Collection Notice processing and mailing	\$20	\$10
Court Packet development and mailing	\$50	n/a
License plate image review per correctly reviewed image	\$.07	n/a
** Marketing related processing and mailings	Processing and mailing cost, plus no more than 15%	n/a

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

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

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

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

ATTACHMENT "D"

CTRMA TOLL FUNDS COLLECTION SCHEDULE

Currently, the CTRMA collects toll related revenue per the schedule below. Unless an agreement is made for direct payment, CCRMA funds will be collected by the CTRMA on the same schedule.

1. Funds are transferred to the CTRMA on a daily basis from the Texas Turnpike Authority. Generally, the funds transferred are for transactions submitted anywhere from 7-10 days prior.
2. Funds are transferred to the CTRMA on a monthly basis from agencies that are a party to the Texas Statewide Interoperability of Toll Collection Systems Agreement (other than the Texas Turnpike Authority).
3. Funds are transferred to the CTRMA on a weekly basis from the Municipal Services Bureau. Generally, the funds transferred are for payments received the previous week.

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

RESOLUTION NO. 10-27

Extension of Agreement with Caseta Technologies

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. 04-47, dated September 29, 2004, the Board of Directors recognized the need for toll systems implementation services for CTRMA projects; and

WHEREAS, in Resolution No. 05-29, dated March 30, 2005, following the issuance of a request for proposals and review of the responses thereto in accordance with the CTRMA’s procurement policies, the CTRMA Board of Directors authorized and approved of the retention of Caseta Technologies, Inc. (“Caseta”) to provide toll systems implementation and maintenance services to the CTRMA; and

WHEREAS, effective April 27, 2005, the CTRMA executed a Contract for Toll System Implementation with Caseta (the “Agreement”); and

WHEREAS, the initial term of the Agreement expires on April 26, 2010, with the option to renew for an additional three (3) year period upon the mutual consent of both parties; and

WHEREAS, CTRMA staff recommends renewing the Agreement with Caseta for an additional three (3) year period.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the renewal of the Agreement for an additional three (3) period to extend from April 27, 2010 to April 26, 2013; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to take such action and execute such documents as may be necessary to give effect to the renewal of the Agreement.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-27
Date Passed 03/31/10

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

RESOLUTION NO. 10-28

**Authorize Negotiation of a Contract for Highway Emergency
Response Operator Patrol Services**

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

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

WHEREAS, the Highway Emergency Response Operator (“HERO”) Program is a roadside assistance program the primary purpose of which is to minimize traffic congestion and improve highway safety by clearing damaged or disabled vehicles from roadway lanes or shoulders and providing traffic control and scene protection at roadway incidents; and

WHEREAS, as part of the American Recovery and Reinvestment Act of 2009, \$29.1 million of transportation funds (the “ARRA Funds”) were sub-allocated to the Capital Area Metropolitan Planning Organization (“CAMPO”) region for distribution to projects selected by the CAMPO Transportation Policy Board; and

WHEREAS, CAMPO worked with local jurisdictions and transportation providers to identify projects that would be eligible to receive the ARRA Funds, including the HERO Program; and

WHEREAS, on June 8, 2009, the CAMPO Transportation Policy Board authorized the use of ARRA Funds to fund the HERO Program along the IH-35 corridor from Round Rock to Buda over a period of two years, with the program to be administered by the CTRMA; and

WHEREAS, in Resolution No. 09-38, dated June 24, 2009, the CTRMA Board of Directors authorized the Executive Director and CTRMA staff to undertake necessary actions related to the administration of the HERO Program, including procuring administrative and operational services; and

WHEREAS, on February 26, 2010, the CTRMA issued a request for proposals (“RFP”) soliciting proposals from firms interested in providing HERO patrol services; and

WHEREAS, two firms submitted responses to the RFP, one of which was subsequently disqualified because their price proposal exceeded the fixed \$1.8 million budget for the HERO Program; and

WHEREAS, the selection committee has reviewed the remaining response to the RFP, submitted by W.P. Engineering Consultants, Inc., and has determined that W.P. Engineering Consultants, Inc. is qualified to provide HERO patrol services to the CTRMA; and

WHEREAS, the Executive Director recommends that the CTRMA enter into a contract with W.P. Engineering Consultants, Inc. for the provision of HERO patrol services; and

WHEREAS, the Board of Directors concurs with the recommendation of the Executive Director and desires to select W.P. Engineering Consultants, Inc. to provide HERO patrol services to the CTRMA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors selects W.P. Engineering Consultants, Inc. to provide HERO patrol services to the CTRMA; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate an agreement with W.P. Engineering Consultants, Inc. for the provision of such services.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-28
Date Passed: 03/31/10

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

RESOLUTION NO. 10-29

**Resolution Authorizing A Contract to Acquire Certain Property in Travis County
for the US 290 East Toll Project
(Parcel 24)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.540 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by SCOTT MORSE and FREDERICK C. MORSE, III, as Independent Co-Executors of the Estate of Frederic Clark Morse, Sr., and JP MORGAN CHASE BANK as Trustee of the Frederic Clarke Morse Jr. Nonexempt Family Trust (the "Owners"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute the real estate contract attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$72,517.20.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-29
Date Passed 03/31/10

Exhibit A: Real Estate Contract for Parcel 24

REAL ESTATE CONTRACT
Highway 290E Right of Way

State of Texas
County of Travis

THIS REAL ESTATE CONTRACT ("Contract") is made by FREDERIC C. MORSE, III and SCOTT N. MORSE, as Independent Co-Executors of the Estate of Frederic Clarke Morse, Sr. and JP MORGAN CHASE BANK as Trustee of the Frederic Clarke Morse Jr. Nonexempt Family Trust (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.540 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 24);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property to be acquired shall be the sum of SEVENTY THOUSAND FIVE HUNDRED SIXTY SEVEN AND 20/100 DOLLARS (\$70,567.20).

2.01.1. As Additional compensation Purchaser shall pay the amount of ONE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,950.00) for the construction of fencing/gate along the new Property boundary.

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, or tenants at sufferance;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, if any, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before April 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable and any such taxes that may result from a change in use or ownership;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing; and
- (d) All liens and restrictions reflected on Exhibit "B" to this Contract.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed on Exhibit "B", such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted with Purchaser paying the additional premium, if any, for such deletion;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at (and After) Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price.

Prorations and Roll Back Taxes

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation. Agricultural roll-back taxes due to a change of use or ownership of the Property, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

Purchaser's Obligations After Closing

5.06. After Closing and contemporaneous with Purchaser's construction of the Eastbound frontage road improvements to Highway 290 upon the Property, Purchaser agrees to do the following:

- (1) Grade, or cause to be graded, an entrance to Seller's remainder tract at a six percent slope and of a width sufficient to allow the subsequent construction and paving of a 30 foot wide driveway in the location reflected on Exhibit "C" and reseed, or cause to be reseeded, this graded area with grass. Upon request, Seller agrees to provide a temporary construction easement to Purchaser if necessary to carry out the obligations contained herein;

The obligation to grade an entrance set forth herein shall survive Closing of this Contract.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser and the Contract will thereby be terminated.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10. This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

9.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Scott Morse, Independent Co-Executor of
the Estate of Frederic Clarke Morse Sr.

Date: _____

Address: _____

Frederick C. Morse, III, Independent
Co-Executor of the Estate of Frederic
Clarke Morse Sr.
Date: _____

Address: _____

JP MORGAN CHASE BANK, as Trustee
of the Frederic Clarke Morse Jr. Nonexempt
Family Trust

By: _____
Its: _____
Date: _____

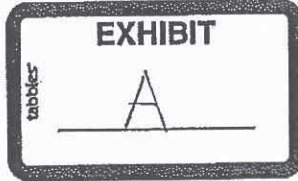
Address: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

Address: 301 Congress Ave.
Suite 650
Austin, Texas 78701



Page 1 of 4
Parcel 24
March 20, 2007

County: Travis
Parcel No.: 24
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 24

DESCRIPTION OF 0.540 OF ONE ACRE (23,506 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 64.97 ACRES IN A DEED FOR AN UNDIVIDED ONE-HALF INTEREST TO TEXAS COMMERCE BANK-AUSTIN, INDEPENDENT EXECUTOR OF THE ESTATE OF ESTELLE MORSE, OF RECORD IN VOLUME 11109, PAGE 573, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.540 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 315+23.54, at the southeast corner of the herein described tract, same being in the northeast line of said Texas Commerce Bank tract, and the southwest line of that certain tract of land described as 10.076 acres in a deed to Brookwood Oakes Limited, of record in Volume 11319, Page 413, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found in the northeast line of said Texas Commerce Bank tract and the southwest line of said Brookwood Oakes Limited tract bears S64°24'42"E 28.22 feet;

- 1) THENCE, with the south line of this tract and the proposed south ROW line of U.S. Highway 290, crossing said Texas Commerce Bank tract, S84°02'32"W, at 160.57 feet passing a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet right of Engineer's Baseline Station 313+62.97, in all a total distance of 260.57 feet to a calculated point, 215.00 feet right of Engineer's Baseline Station 312+62.97, in the centerline of Walnut Creek, at the southwest corner of this tract, same being in the west line of said Texas Commerce Bank tract, and in the east line of that certain tract of land described as 47.533 acres in a deed to Herby's Joint Venture (11.8% undivided interest), of record in Volume 13361, Page 398, Real Property Records,

EXHIBIT _____

Travis County, Texas, and in a deed to Herby's Joint Venture (5.6% undivided interest), of record in Volume 13361, Page 393, Real Property Records, Travis County, Texas, and in a deed to the City of Austin (82.6% undivided interest), of record in Volume 12033, Page 1550, Real Property Records, Travis County, Texas;

THENCE, with the west line of this tract and of said Texas Commerce Bank tract, and the east line of said City of Austin-Herby tract, along the centerline of said Walnut Creek, the following three (3) courses numbered 2, 3, and 4;

- 2) N23°55'52"E 75.00 feet to a calculated point;
- 3) N06°58'41"E 67.45 feet to an calculated point; and
- 4) N05°42'02"W 45.69 feet to a calculated point at the north corner of this tract and of said Texas Commerce Bank tract, same being the northeast corner of said City of Austin-Herby tract, the northwest corner of that certain tract of land described as 0.363 of one acre in a deed to Scott Morse and Frederick C. Morse III, of record in Volume 9328, Page 297, Real Property Records, Travis County, Texas, same being the southeast corner of that certain tract of land described as 3.511 acres (Part II) in a deed to the State of Texas, of record in Volume 3100, Page 868, Deed Records, Travis County, Texas; and the southwest corner of that certain tract of land described as 1.005 acres in a deed to the State of Texas, of record in Volume 3152, Page 763, Deed Records, Travis County, Texas, and being in the existing south ROW line of U.S. Highway 290, from which point a TxDOT Type I concrete monument found in the existing south ROW line of U.S. Highway 290 bears N84°02'10"E 111.89 feet;
- 5) THENCE, with the northeast line of this tract and of said Texas Commerce Bank tract, and the southwest line of said Morse tract, S61°38'02"E 223.02 feet to a 1/2" iron rod found at an east corner of this tract and the south corner of said Morse tract, same being an exterior ell corner in the northeast line of said Texas Commerce Bank tract, same also being a point in the northwest line of said Brookwood Oakes Limited tract;

THENCE, continuing with the northeast line of this tract and of said Texas Commerce Bank tract, the following two (2) courses, numbered 6 and 7;

EXHIBIT ___

- 6) With the northwest line of said Brookwood Oakes Limited tract, S27°48'22"W 30.83 feet to a 1/2" iron rod found at an interior ell corner on the east line of this tract and of said Texas Commerce Bank tract, same being the west corner of said Brookwood Oakes Limited tract; and
- 7) With the southwest line of said Brookwood Oakes Limited tract, S64°24'42"E 47.92 feet to the POINT OF BEGINNING and containing 0.540 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

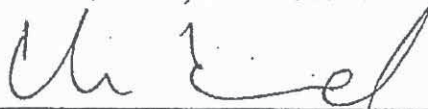
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591

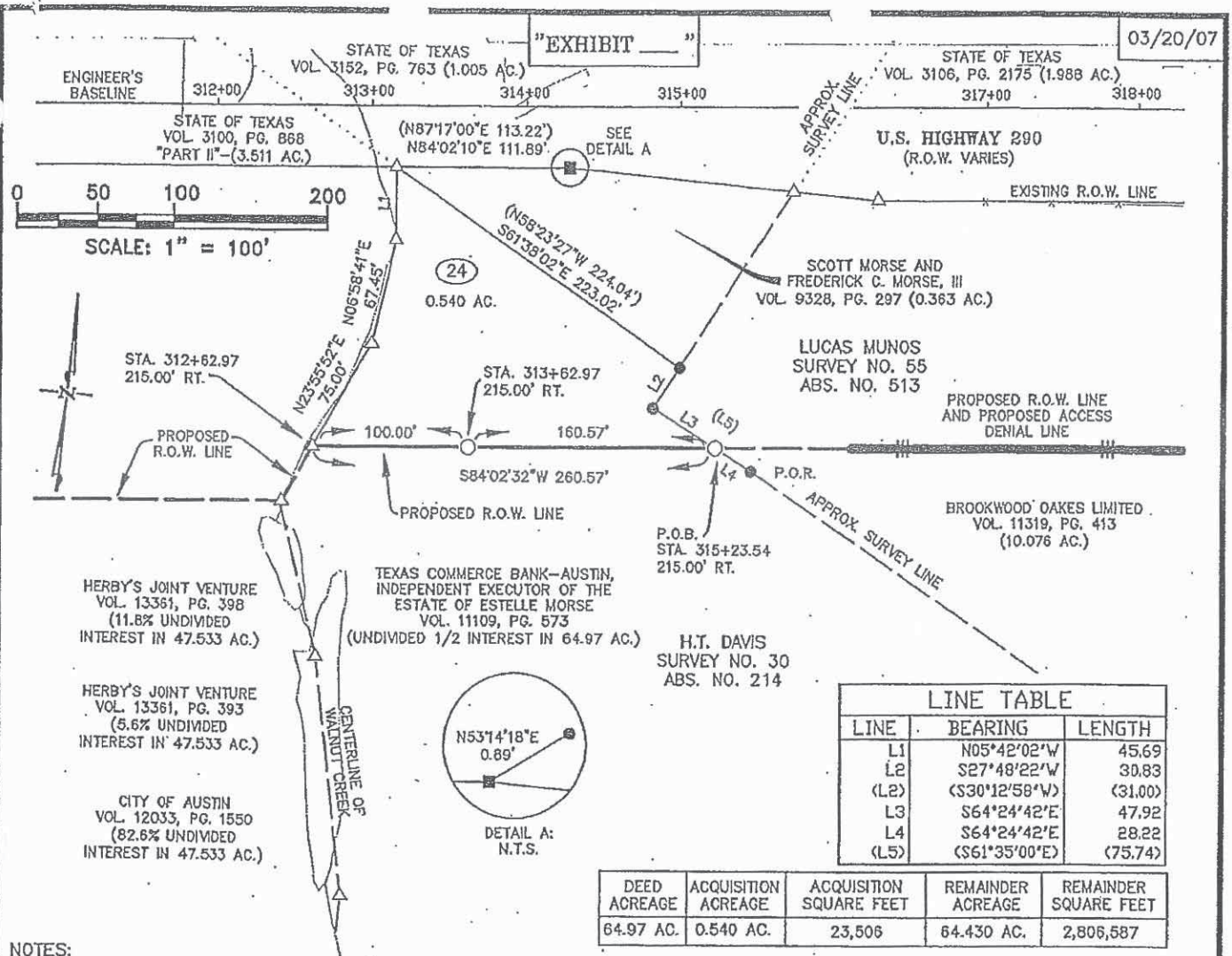


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P24RBV Issued 02/02/07, Rev 03/20/07



"EXHIBIT"



LINE	BEARING	LENGTH
L1	N05°42'02"W	45.69
L2	S27°48'22"W	30.83
(L2)	(S30°12'58"W)	(31.00)
L3	S64°24'42"E	47.92
L4	S64°24'42"E	28.22
(L5)	(S61°35'00"E)	(75.74)

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
64.97 AC.	0.540 AC.	23,506	64.430 AC.	2,806,587

- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- ACCESS DENIAL LINE

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
 3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

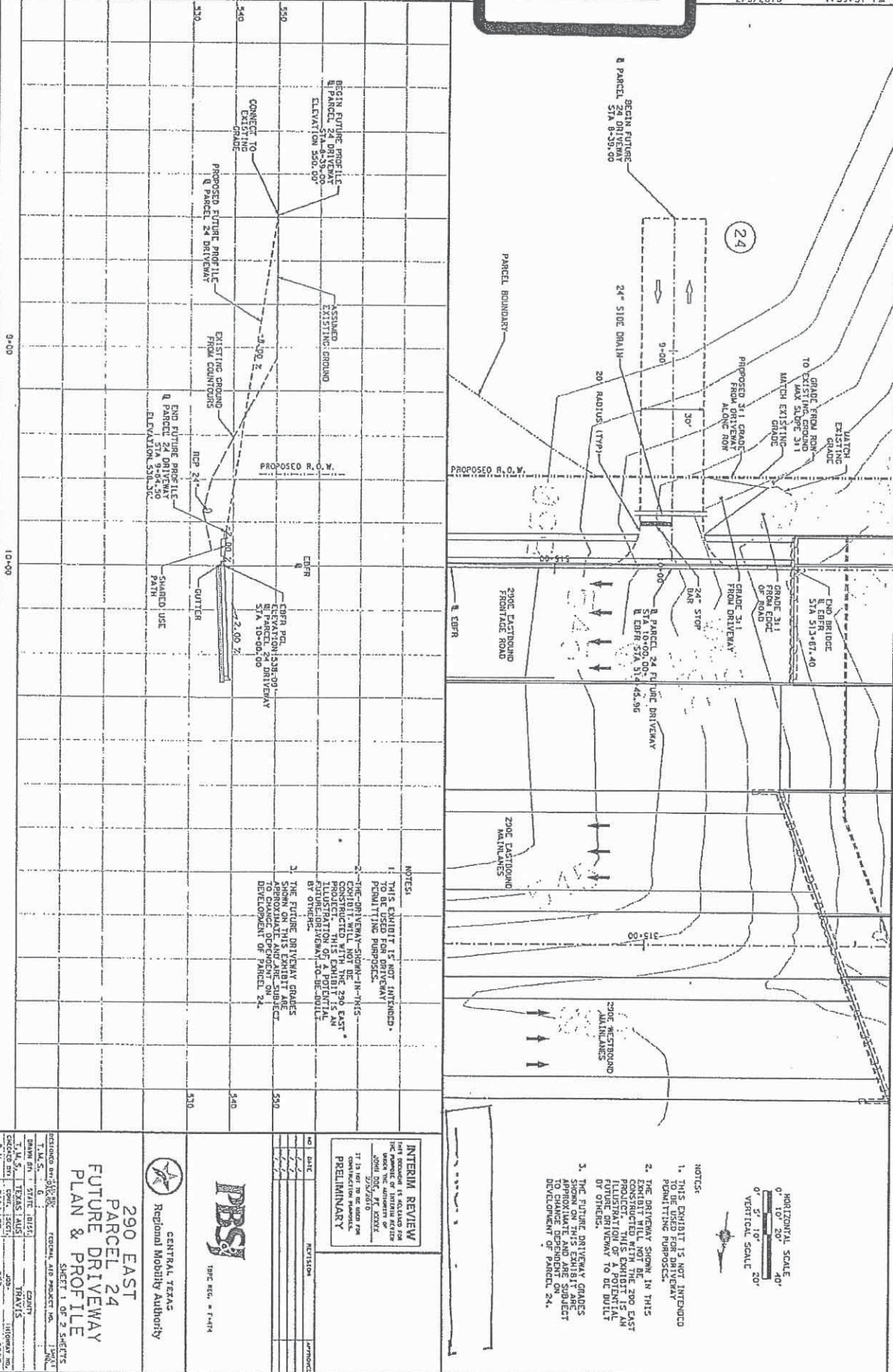
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 03/20/07
 SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION



<p>McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591</p>	<p>PLAT OF 0.540 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 64.97 AC. IN A DEED TO TEXAS COMMERCE BANK-AUSTIN, INDEPENDENT EXECUTOR OF THE ESTATE OF ESTELLE MORSE, OF RECORD IN VOLUME 11109, PAGE 573, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.</p>	<p>TRAVIS COUNTY U.S. 290 CSJ 0114-02-085 PARCEL 24 PAGE 4 OF 4</p>
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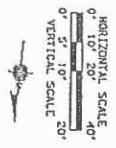
EXHIBIT

C



NOTES:
 1. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR DRIVEWAY PERMITTING PURPOSES.
 2. THE DRIVEWAY SHOWN IN THIS PROJECT, THIS EXHIBIT IS AN APPROXIMATE AND ARE SUBJECT TO THE ADJUSTMENT OF A PROFESSIONAL ENGINEER.
 3. THE FUTURE DRIVEWAY GRADES SHOWN ON THIS EXHIBIT ARE APPROXIMATE AND ARE SUBJECT TO THE ADJUSTMENT OF A PROFESSIONAL ENGINEER.

NOTES:
 1. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR DRIVEWAY PERMITTING PURPOSES.
 2. THE DRIVEWAY SHOWN IN THIS PROJECT, THIS EXHIBIT IS AN APPROXIMATE AND ARE SUBJECT TO THE ADJUSTMENT OF A PROFESSIONAL ENGINEER.
 3. THE FUTURE DRIVEWAY GRADES SHOWN ON THIS EXHIBIT ARE APPROXIMATE AND ARE SUBJECT TO THE ADJUSTMENT OF A PROFESSIONAL ENGINEER.



INTERIM REVIEW
 THIS EXHIBIT IS NOT INTENDED TO BE USED FOR DRIVEWAY PERMITTING PURPOSES.
 IT IS NOT TO BE USED FOR CONSTRUCTION OF A DRIVEWAY.
 PRELIMINARY



CENTRAL TEXAS
 Regional Mobility Authority

290 EAST
 PARCEL 24
 FUTURE DRIVEWAY
 PLAN & PROFILE

PROJECT NO.	290E
DATE	05/11/09
DESIGNED BY	053
CHECKED BY	053
DATE	05/11/09
SCALE	AS SHOWN
PROJECT NO.	290E
DATE	05/11/09
DESIGNED BY	053
CHECKED BY	053
DATE	05/11/09
SCALE	AS SHOWN
PROJECT NO.	290E

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

RESOLUTION NO. 10-30

**Resolution Authorizing A Contract to Acquire Certain Property in Travis County
for the US 290 East Toll Project
(Parcel 25)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.361 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by SCOTT MORSE and FREDERICK C. MORSE, III (the "Owners"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to finalize and execute the real estate contract in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$47,436.84.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-30
Date Passed 03/31/10

Exhibit A: Real Estate Contract for Parcel 25

REAL ESTATE CONTRACT
Highway 290E Right of Way

State of Texas
County of Travis

THIS REAL ESTATE CONTRACT ("Contract") is made by SCOTT MORSE and FREDERICK C. MORSE, III (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.361 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 25);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the tract of land to be acquired shall be the sum of FORTY SEVEN THOUSAND FOUR HUNDRED THIRTY SIX AND 84/100 Dollars (\$47,436.84).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, or tenants at sufferance;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, if any, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before April 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable and any such taxes that may arise due to a change in use or ownership;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing;
- (d) Any liens and restrictions reflected on Exhibit "B" to this Contract.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed on Exhibit "B", such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted with Purchaser paying the additional premium, if any, for such deletion;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price.

Prorations and Roll Back Taxes

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation. Agricultural roll-back taxes due to a change in ownership or use of the Property, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser and the Contract will thereby be terminated.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10. This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

9.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Scott Morse
Date: _____

Address: _____

Frederick C. Morse, III
Date: _____

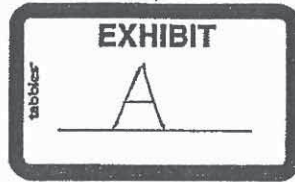
Address: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

Address: 301 Congress Ave.
Suite 650
Austin, Texas 78701



County: Travis
Parcel No.: 25
Highway: U.S. Highway 290
Project Limits: From: E of US 183
 To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 25

DESCRIPTION OF 0.361 OF ONE ACRE (15,730 SQ. FT.) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.363 OF ONE ACRE IN A DEED TO SCOTT MORSE AND FREDERICK C. MORSE, III, OF RECORD IN VOLUME 9328, PAGE 297, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.361 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing south right-of-way (ROW) line of U.S. Highway 290, 38.55 feet right of Engineer's Baseline Station 313+15.65, at the northwest corner of the herein described tract, and said Morse tract, same being the north corner of that certain tract of land described as 64.94 acres in a deed to Texas Commerce Bank-Austin Independent Executor of the Estate of Estelle Morse, of record in Volume 11109, Page 573, Real Property Records, Travis County, Texas, the northeast corner of that certain tract of land described as 47.533 acres in a deed to Herby's Joint Venture (11.8% interest), of record in Volume 13361, Page 398, Real Property Records, Travis County, Texas, and in a deed to Herby's Joint Venture (5.6% interest), of record in Volume 13361, Page 393, Real Property Records, Travis County, Texas, and in a deed to the City of Austin (82.6% interest), of record in Volume 12033, Page 1550, Real Property Records, Travis County, Texas, the southeast corner of that certain tract of land described as 3.511 acres (Part II) in a deed to the State of Texas, of record in Volume 3100, Page 868, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 1.005 acres in a deed to the State of Texas, of record in Volume 3152, Page 763, Deed Records, Travis County, Texas, said point is also in the centerline of Walnut Creek;

EXHIBIT ____

THENCE, with the north line of this tract, and of said Morse tract, the existing south ROW line of U.S. Highway 290, and the south line of said 1.005 acre State of Texas tract the following two (2) courses numbered 1 and 2;

- 1) N84°02'10"E 111.89 feet to a TxDOT Type I concrete monument found, 38.54 feet right of Engineer's Baseline Station 314+27.54, from which point a 1/2" iron rod found bears N53°14'18"E 0.89 feet;
- 2) N89°43'05"E 147.35 feet to a calculated point, 53.11 feet right of Engineer's Baseline Station 315+74.17, at the northeast corner of this tract, and said Morse tract, and the northwest corner of that certain tract of land described as 10.076 acres in a deed to Brookwood Oakes Limited, of record in Volume 11319, Page 413, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found bears N00°16'55"W 0.40 feet;
- 3) THENCE, with the southeast line of this tract, and said Morse tract and the northwest line of said Brookwood Oakes Limited tract, S27°48'22"W 133.75 feet to a 1/2" iron rod found at the south corner of this tract, and said Morse tract, same being in the northwest line of said Brookwood Oakes Limited tract, and an exterior ell corner on the northeast line of said Texas Commerce Bank tract, from which point a 1/2" iron rod found at an interior ell corner on the east line of said Texas Commerce Bank tract, same being the west corner of said Brookwood Oakes Limited tract, bears S27°48'22"W 30.83 feet, and from which point a 1/2" iron rod found in the northeast line of said Texas Commerce Bank tract and in the southwest line of said Brookwood Oakes Limited tract, bears S27°48'22"W 30.83 feet and S64°24'42"E 76.14 feet;

EXHIBIT _____

- 4) THENCE, with the southwest line of this tract, and said Morse tract, and the northeast line of said Texas Commerce Bank tract, N61°38'02"W 223.02 feet to the POINT OF BEGINNING and containing 0.361 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



A handwritten signature in cursive script, appearing to read "Chris Conrad".

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P25REV Issued 12/01/06, Rev 03/20/07

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

RESOLUTION NO. 10-31

**Resolution Authorizing Acquisition of Property Rights by Agreement or
Condemnation of Certain Property in Travis County for the US 290 East Toll
Project
(Parcel 12)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.12 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by JAMES T. WATSON (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and Reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-31
Date Passed 03/31/10

Exhibit A: Description of Parcel 12

EXHIBIT _____

County: Travis
Parcel No.: 12
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF 0.120 OF ONE ACRE (5,240 SQ. FT.) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 26.541 ACRES IN A DEED TO JAMES T. WATSON AND KENNETH R. MORGAN, OF RECORD IN VOLUME 4791, PAGE 593, DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.120 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing south right-of-way (ROW) line of U.S. Highway 290, 1.12 feet left of Engineer's Baseline Station 282+76.39, at the northwest corner of the herein described tract, same being the northeast corner of Lot 3, Block A, 290/Tuscany Business Park, a subdivision of record in Book 101, Pages 65-67, Plat Records, Travis County, Texas, said Lot 3 being described in a deed to 1825 Fortview, Inc., of record in Volume 13189, Page 6, Real Property Records, Travis County, Texas, and being in the south line of that certain tract of land described as 4.228 acres (Part 1), in a deed to the State of Texas, of record in Volume 3138, Page 2243, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found in the existing south ROW line of U.S. Highway 290, the south line of said 4.228 acre State of Texas tract, and in the north line of said 1825 Fortview tract, same being the northwest corner of said Lot 3, and the northeast corner of Lot 2, Block A, of said 290/Tuscany Business Park subdivision bears S84°02'10"W 155.49 feet, and from which point of beginning a 1/2" iron rod found bears N06°02'13"W 0.43 feet;

- 1) THENCE, with the north line of this tract, and said Watson remainder tract, the existing south ROW line of U. S. Highway 290, and the south line of said 4.228 acre State of Texas tract **N84°02'10"E 51.10 feet** to a calculated point, 1.13 feet left of

EXHIBIT ____

Engineer's Baseline Station 283+27.49, at the northeast corner of this tract and said Watson remainder tract, same being the northwest corner of that certain tract of land described as 4.7178 acres in a deed to Jimmy Nassour, of record in Document 2005052232, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found bears N03°50'30"W 0.66 feet;

THENCE, with the east line of this tract and said Watson remainder tract, and the west line of said Nassour tract the following two (2) courses, numbered 2 and 3

- 2) **S03°50'30"E 39.48 feet** to a 1/2" iron rod found; and
- 3) **S14°40'14"W 140.23 feet** to a calculated point at the south corner of this tract and said Watson remainder tract, same being in the west line of said Nassour tract, and at an angle point in the east line of said 1825 Fortview tract and said Lot 3, from which point a 1/2" iron rod found in the east line of said 1825 Fortview tract and said Lot 3, and the southwest corner of said Nassour tract, same being the north corner of Lot 1, Springdale Commercial II, a subdivision of record in Book 79, Page 46, Plat Records, Travis County, Texas, said Lot 1 being described in a deed to Behzad Bahrami, of record in Document 2005093481, Official Public Records, Travis County, Texas, bears S14°40'14"W 147.59 feet, and from which point a 1/2" iron rod found at the southeast corner of said 1825 Fortview tract and said Lot 3, and the northeast corner of Lot 4, Block A in said 290/Tuscany Business Park subdivision, said Lot 4 being described in a deed to Penske Truck Leasing Company, L.P., of record in Volume 13201, Page 1306, Real Property Records, Travis County, Texas, same being in the west line of said Bahrami tract and said Lot 1, bears S14°40'14"W 170.84 feet, and from which point a 60d nail found bears N85°05'37"E 1.41 feet;

EXHIBIT ____

- 4) THENCE, with the west line of this tract and said Watson remainder tract, same being the east line of said 1825 Fortview tract and said Lot 3, **N06°02'13"W 170.69 feet** to the POINT OF BEGINNING and containing 0.120 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P12REV Issued 12/01/06, Rev 03/20/07

**CLOSURES PARCEL 12
US 290 ROW**

PARCEL 12 - STRIPMAP

North: 10093049.4680 East: 3140517.1089
Course: N 84-02-10 E Distance: 51.10000
North: 10093054.7773 East: 3140567.9323
Course: S 03-50-30 E Distance: 39.48000
North: 10093015.3860 East: 3140570.5775
Course: S 14-40-14 W Distance: 140.23000
North: 10092879.7278 East: 3140535.0627
Course: N 06-02-13 W Distance: 170.69000
North: 10093049.4712 East: 3140517.1113

Perimeter: 401.50000

Area: 5239.72174 0.12029 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004038 Course: S 36-08-13 W
Precision 1: 99422.97

PARCEL 12 - SKETCH

North: 10093409.1583 East: 3141093.9617
Course: N 84-02-10 E Distance: 51.10000
North: 10093414.4677 East: 3141144.7851
Course: S 03-50-30 E Distance: 39.48000
North: 10093375.0764 East: 3141147.4303
Course: S 14-40-14 W Distance: 140.23000
North: 10093239.4182 East: 3141111.9155
Course: N 06-02-13 W Distance: 170.69000
North: 10093409.1616 East: 3141093.9641

Perimeter: 401.50000

Area: 5239.72174 0.12029 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004038 Course: S 36-08-13 W
Precision 1: 99422.97

**CLOSURES PARCEL 12
US 290 ROW**

PARCEL 12 - DESCRIPTION

North: 10093319.3112 East: 3140136.9890
Course: N 84-02-10 E Distance: 51.10000
North: 10093324.6206 East: 3140187.8124
Course: S 03-50-30 E Distance: 39.48000
North: 10093285.2293 East: 3140190.4576
Course: S 14-40-14 W Distance: 140.23000
North: 10093149.5710 East: 3140154.9428
Course: N 06-02-13 W Distance: 170.69000
North: 10093319.3144 East: 3140136.9914

Perimeter: 401.50000

Area: 5239.72174 0.12029 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.004038 Course: S 36-08-13 W

Precision 1: 99422.97

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

RESOLUTION NO. 10-32

**Resolution Authorizing Acquisition of Property Rights by Agreement or
Condemnation of Certain Property in Travis County for the US 290 East Toll
Project
(Parcel 16)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.757 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by STRASBURGER ENTERPRISES, INC. (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkeron
Chairman, Board of Directors
Resolution Number 10-32
Date Passed 03/31/10

Exhibit A: Description of Parcel 7

EXHIBIT _____

County: Travis
Parcel No.: 16
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 16

DESCRIPTION OF 0.757 OF ONE ACRE (32,971 SQ. FT.) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 1, ENTERPRISE BUSINESS CENTER SECTION ONE, A SUBDIVISION OF RECORD IN BOOK 87, PAGES 161A-161B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO ZIPPY PROPERTIES INC., OF RECORD IN VOLUME 10722, PAGE 1670, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, WHO MERGED WITH STRASBURGER ENTERPRISES, INC., AS EVIDENCED BY A CERTIFICATE OF MERGER ON RECORD IN VOLUME 12185 PAGE 1535, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.757 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 205.00 feet right of Engineer's Baseline Station 292+42.60, at the southeast corner of the herein described tract, same being in the east line of said Strasburger Enterprises tract and said Lot 1, and in the west line of that certain tract of land described as 4.00 acres in a deed to William K. Reagan, of record in Volume 11276, Page 166, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Strasburger Enterprises tract and said Lot 1, and the northeast corner of Lot 3, Block A, Ferguson Commercial Section 1, a subdivision of record in Book 97, Pages 378-379, Plat Records, Travis County, Texas, said Lot 3 being described in a deed to All Springdale Venture, LTD., of record in Document 2003055076, Official Public Records, Travis County, Texas, and being in the west line of said Reagan tract, bears S27°02'04"W 95.62 feet;

EXHIBIT _____

THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Strasburger Enterprises tract and said Lot 1, the following two (2) courses numbered 1 and 2;

- 1) **S84°02'32"W 168.04 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 205.00 feet right of Engineer's Baseline Station 290+74.56; and
- 2) **S55°38'28"W 2.36 feet** to a 1/2" iron rod set with TxDOT aluminum cap, 206.12 feet right of Engineer's Baseline Station 290+72.48, in the southwest line of this tract, said Strasburger Enterprises tract and said Lot 1, same being in the northeast line of said All Springdale Venture tract and said Lot 3;
- 3) THENCE, with the southwest line of this tract, said Strasburger Enterprises tract and said Lot 1, and the northeast line of said All Springdale Venture tract and said Lot 3, **N62°08'36"W 34.43 feet** to a 1/2" iron rod found at the west corner of this tract, said Strasburger Enterprises tract and said Lot 1, and the north corner of said All Springdale Venture tract and said Lot 3, same being in the existing southeast ROW line of Springdale Road, a public ROW for which no record information was found, same being the southeast corner of a street dedication as dedicated by plat of said Enterprise Business Center Section One, from which point a 1/2" iron rod found at the west corner of Lot 6, Block A in said Ferguson Commercial Subdivision, and at the north corner of Lot 2, Block A in said Ferguson Commercial subdivision, same being in the existing southeast ROW line of Springdale Road, bears **S27°44'58"W 332.40 feet**;
- 4) THENCE, with the northwest line of this tract, said Strasburger Enterprises tract and said Lot 1, and the existing southeast ROW line of Springdale Road and said street dedication, **N28°19'51"E 137.47 feet** to a 1/2" iron rod found in the northwest line of this tract, said Zippy Properties tract and said Lot 1, the existing south ROW line of U.S. Highway 290, and the southeast line of that certain tract of land described as 0.379 of one acre in a deed to the State of Texas, of record in Volume 3420, Page 101, Deed Records, Travis County, Texas;

EXHIBIT ____

- 5) THENCE, continuing with the northwest line of this tract, said Strasburger Enterprises tract and said Lot 1, the existing south ROW line of U.S. Highway 290, and the southeast line of said 0.379 of one acre State of Texas tract, **N58°15'19"E 79.54 feet** to a calculated point at the northwest corner of this tract, said Strasburger Enterprises tract and said Lot 1, same being in the existing south ROW line of U.S. Highway 290, and the south line of said 0.379 of one acre State of Texas tract, from which point a TxDOT Type I concrete monument found bears **N05°57'50"W 0.63 feet**;

- 6) THENCE, with the north line of this tract, said Strasburger Enterprises tract and said Lot 1, the existing south ROW line of U.S. Highway 290, and the south line of said 0.379 of one acre State of Texas tract, **N84°02'10"E 133.05 feet** to a calculated point at the northeast corner of this tract, said Strasburger Enterprises tract and said Lot 1, the southeast corner of said 0.379 of one acre State of Texas tract, and the northwest corner of said Reagan tract, same being the southwest corner of that certain tract of land described as 0.284 of one acre of land (Part 1) in a deed to the State of Texas, of record in Volume 3100, Page 868, Deed Records, Travis County, Texas, from which northeast corner of this tract a 1/2" iron rod found bears **N05°09'36"W 0.47 feet**;

THENCE, with the east line of this tract, said Strasburger Enterprises tract and said Lot 1, and the west line of said Reagan tract the following two (2) courses numbered 7 and 8;

- 7) **S05°09'36"E 38.63 feet** to a 1/2" iron rod found; and

EXHIBIT _____

8) **S27°02'04"W 152.14 feet** to the POINT OF BEGINNING and containing 0.757 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.


STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P16REV Issued 12/01/06, Rev 03/20/07

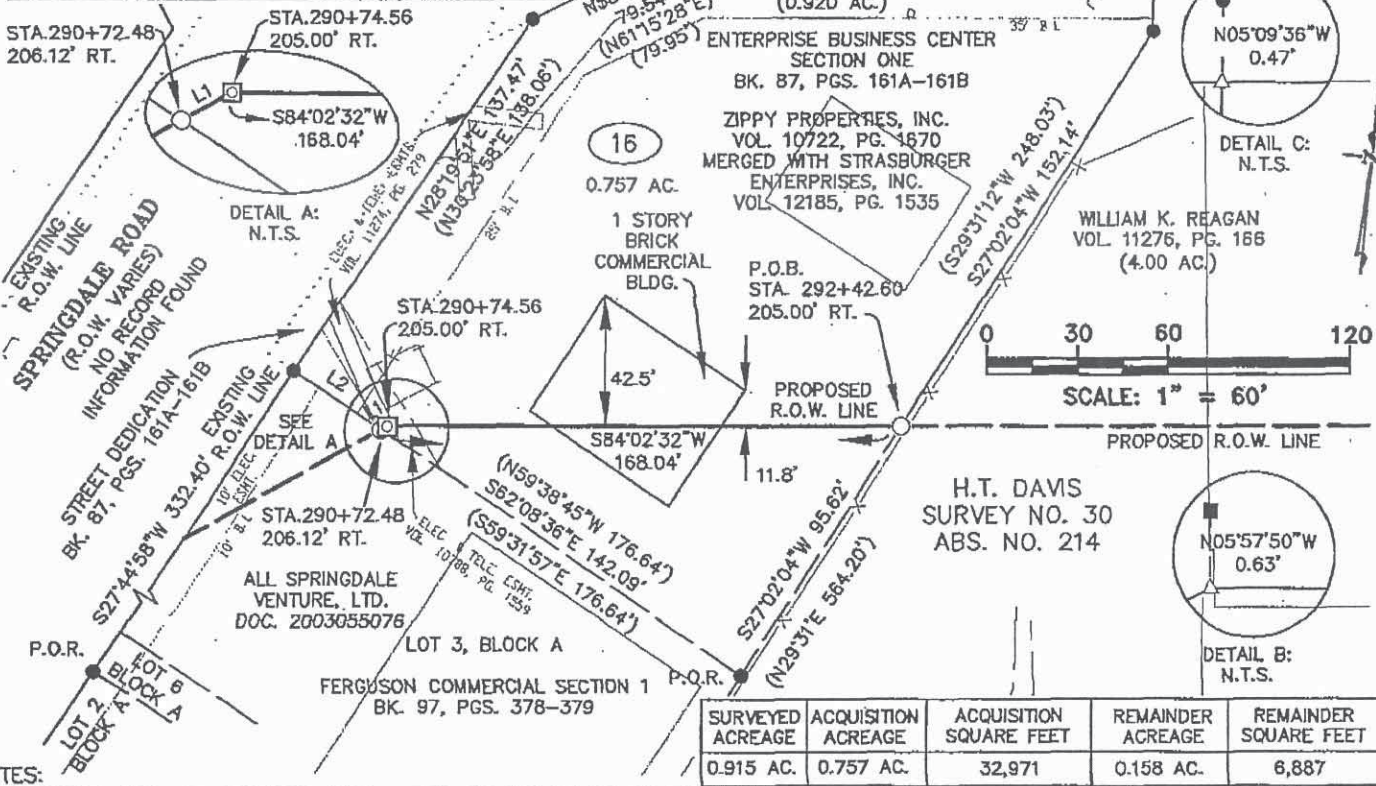
STATE OF TEXAS
VOL. 3138, PG. 2243
"PART 1"-(4.288 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)

"EXHIBIT _____"

STATE OF TEXAS
JUDGEMENT
VOL. 3420, PG. 101
(0.379 AC.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°38'28"W	2.36
L2	N62°08'36"W	34.43
L3	S05°09'36"E	38.63
(L3)	(S02°37'11"E)	(38.77)



NOTES:

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM; CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- 2) SEE PAGES 1, 2, 3, AND 4 OF 5 FOR A DESCRIPTION OF THIS PARCEL.
- 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
- 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
- 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
- 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

03/20/07

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- ||| ACCESS DENIAL LINE



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.757 AC. OF LAND OUT OF H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, BEING A PORTION OF LOT 1, ENTERPRISE BUSINESS CENTER SECTION ONE, A SUBDIVISION OF RECORD IN BOOK 87, PAGES 161A-161B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, LOT 1 BEING DESCRIBED IN A DEED TO ZIPPY PROPERTIES, INC., IN VOLUME 10722, PAGE 1670, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID ZIPPY PROPERTIES, INC. MERGED WITH STRASBURGER ENTERPRISES, INC., IN VOLUME 12185, PAGE 1535, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 16
PAGE 5 OF 5

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

RESOLUTION NO. 10-33

**Resolution Authorizing Acquisition of Property Rights by Agreement or
Condemnation of Certain Property in Travis County for the US 290 East Toll
Project
(Parcel 17)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.899 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by WILLIAM K. REAGAN. (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-33
Date Passed 03/31/10

Exhibit A: Description of Parcel 7

EXHIBIT _____

County: Travis
Parcel No.: 17
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 17

DESCRIPTION OF 0.899 OF ONE ACRE (39,140 SQ. FT.) OF LAND OUT OF THE H.T. DAVIS SURVEY, NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.00 ACRES IN A DEED TO WILLIAM K. REAGAN, OF RECORD IN VOLUME 11276, PAGE 166, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.899 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.53 feet right of Engineer's Baseline Station 295+42.22, at the southeast corner of the herein described tract, same being in the east line of said Reagan tract, and the existing west ROW line of Ferguson Cutoff, a public ROW for which no record information was found, from which point a 1/2" iron rod found in the south line of said Reagan tract, and the existing west ROW line of Ferguson Cutoff, same being the northeast corner of Lot 6, Block A, Ferguson Commercial Section 1, a subdivision of record in Book 97, Pages 378-379, Plat Records, Travis County, Texas, same being the northwest corner of a ROW dedication as dedicated by plat of said Ferguson Commercial subdivision, bears S10°39'25"W 291.33 feet and S79°20'14"W 17.08 feet;

THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Reagan tract, the following two (2) courses numbered 1 and 2;

- 1) N51°40'12"W 15.08 feet to a to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 205.00 feet right of Engineer's Baseline Station 295+31.43; and

EXHIBIT _____

- 2) **S84°02'32"W 288.83 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 205.00 feet right of Engineer's Baseline Station 292+42.60, at the southwest corner of this tract, same being in the west line of said Reagan tract, and the east line of Lot 1, Enterprise Business Center Section One, a subdivision of record in Book 87, Pages 161A-161B, Plat Records, Travis County, Texas, said Lot 1 being described in a deed to Zippy Properties, Inc., of record in Volume 10722, Page 1670, Real Property Records, Travis County, Texas, who merged with Strasburger Enterprises, Inc., as evidenced by a certificate of merger in Volume 12185, Page 1535, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at the southwest corner of said Reagan tract and the southeast corner of Lot 3, Block A, of said Ferguson Commercial Section 1, being in the north line of said Lot 6, Block A, bears **S27°02'04"W 412.51 feet**;

THENCE, with the west line of this tract and said Reagan tract, and the east line of said Strasburger Enterprises tract and said Lot 1, the following two (2) courses numbered 3 and 4;

- 3) **N27°02'04"E 152.14 feet** to a 1/2" iron rod found; and
- 4) **N05°09'36"W 38.63 feet** to a calculated point at the northwest corner of this tract and said Reagan tract, the northeast corner of said Strasburger Enterprises tract and said Lot 1, same being the southeast corner of that certain tract of land described as 0.379 of one acre of land in a deed to the State of Texas, of record in Volume 3420, Page 101, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 0.284 of one acre of land (Part 1), in a deed to the State of Texas, of record in Volume 3100, Page 868, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290, from which point a 1/2" iron rod found bears **N05°09'36"W 0.47 feet**;
- 5) THENCE, with the north line of this tract and said Reagan tract, same being the existing south ROW line of U.S. Highway 290, and the south line of said 0.284 of one acre State of Texas tract, **N84°02'10"E 174.50 feet** to a TxDOT Type I concrete monument found at the northeast corner of this tract, and said Reagan tract, and the southeast corner of said 0.284 of one acre State of Texas tract, same being in the existing south ROW line of U.S. Highway 290, and the existing west ROW line of Ferguson Cutoff;

EXHIBIT _____

THENCE, with the east line of this tract and said Reagan tract, and the existing west ROW line of Ferguson Cutoff, the following two (2) courses numbered 6 and 7;

- 6) S31°18'22"E 76.88 feet to a TxDOT Type I concrete monument found; and
- 7) S10°39'25"E 107.67 feet to the POINT OF BEGINNING and containing 0.899 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

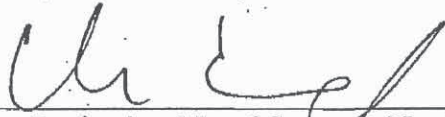
ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P17REV Issued 12/01/06, Rev 03/20/07

"EXHIBIT _____"



SCALE: 1" = 60'

STATE OF TEXAS
JUDGEMENT
VOL. 3420, PG. 101
(0.379 AC.)
ENGINEER'S
BASELINE

U.S. HIGHWAY 290
(R.O.W. VARIES)

STATE OF TEXAS
VOL. 3100, PG. 868
"PART I"-(0.284 AC.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S79°20'14"W	17.08
L2	N51°40'12"W	15.08
L3 (L3)	N05°09'36"W (S02°37'11"E)	38.63 (38.77)

DEED ACREAGE	4.00 AC.
ACQUISITION ACREAGE	0.899 AC.
ACQUISITION SQUARE FEET	39,140
REMAINDER ACREAGE	3.101 AC.
REMAINDER SQUARE FEET	135,100

ZIPPY PROPERTIES, INC.
VOL. 10722, PG. 1670
MERGED WITH STRASBURGER
ENTERPRISES, INC.
VOL. 12185, PG. 1535

WILLIAM K. REAGAN
VOL. 11276, PG. 166
(4.00 AC.)

1 STORY STONE
& FRAME
COMMERCIAL BLDG.

H.T. DAVIS
SURVEY NO. 30
ABS. NO. 214

LOT 1
ENTERPRISE BUSINESS
CENTER
SECTION ONE
BK. 87, PGS. 161A-161B

FERGUSON COMMERCIAL
SECTION
BK. 97,
PGS. 378-379

LOT 3
BLOCK A
P.O.R.
LOT 6
BLOCK A

LOT 6, BLOCK A
FERGUSON COMMERCIAL
SECTION 1
BK. 97,
PGS. 378-379

P.O.B.
STA. 295+42.22
215.53' RT.

STRIP DEDICATED
FOR ROW
BK. 97,
PGS. 378-379

NOTES:

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
- 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
- 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
- 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
- 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

03/20/07

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- ▬ ACCESS DENIAL LINE



MCGRAY & MCGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.899 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 4.00 AC. IN A DEED TO WILLIAM K. REAGAN, OF RECORD IN VOLUME 11276, PAGE 166, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 17
PAGE 4 OF 4

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

RESOLUTION NO. 10-34

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 7)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (“CTRMA”) has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.149 acres described by metes and bounds in Exhibit “A” to this Resolution (the “Subject Property”), owned by KAFII DEVELOPMENT CO. (the “Owner”), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the “Project”), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED, that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-34
Date Passed 03/31/10

Exhibit A: Description of Parcel 7

EXHIBIT _____

County: Travis
Parcel No.: 7
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF 1.149 ACRES (50,055 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF LOT 1, BLOCK A, 290/TUSCANY BUSINESS PARK, A SUBDIVISION OF RECORD IN BOOK 101, PAGES 65-67, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO KAF II DEVELOPMENT CO., OF RECORD IN VOLUME 13217, PAGE 4746, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.149 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, at an angle point in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 279+65.92, in the east line of the herein described tract, also being in the east line of said KAF II Development tract and said Lot 1, and in the west line of Lot 2, Block A, of said 290/Tuscany Business Park subdivision, said Lot 2 being described in a deed to 1825 Fortview, Inc., of record in Volume 13189, Page 6, Real Property Records, Travis County, Texas;

- 1) THENCE, with the proposed south ROW line of U.S. Highway 290, the east line of this tract, said KAF II Development tract, and said Lot 1, and the west line of said 1825 Fortview tract and said Lot 2, **S06°02'13"E 34.71 feet** to a 3/8" iron rod found, to be replaced with a TxDOT Type II concrete monument after acquisition, 249.71 feet right of Engineer's Baseline Station 279+65.97, at an angle point in the proposed south ROW line of U.S. Highway 290, at the southeast corner this tract, said KAF II Development tract, and said Lot 1, and the southwest corner of said 1825 Fortview tract, and said Lot 2, same being in the north line of Lot 4, Block A, in said 290/Tuscany Business Park subdivision, said Lot 4 being described in a deed to

EXHIBIT _____

Penske Truck Leasing Company, L.P., of record in Volume 13201, Page 1306, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at the northeast corner of said Penske Truck Leasing tract and said Lot 4, and the southeast corner of Lot 3, Block A, in said 290/Tuscany Business Park subdivision, bears $S78^{\circ}17'47''E$ 262.85 feet, and from which said point a 1/2" iron rod found in the east line of said Lot 3 bears $S78^{\circ}17'47''E$ 262.85 feet and $N14^{\circ}40'14''E$ 23.24 feet;

- 2) THENCE, with the proposed south ROW line of U.S. Highway 290, the south line of this tract, said KAF II Development tract, and said Lot 1, and the north line of said Penske Truck Leasing tract and said Lot 4, $S83^{\circ}58'19''W$ 200.08 feet to a 1/2" iron rod found, to be replaced with a TxDOT Type II concrete monument after acquisition, 249.95 feet right of Engineer's Baseline Station 277+65.90, at the southwest corner of this tract, of said KAF II Development tract, and said Lot 1, and the northwest corner of said Penske Truck Leasing tract and said Lot 4, same being in the existing east ROW line of Tuscany Way, a public ROW as dedicated by plat of said 290/Tuscany Business Park subdivision;

THENCE, with the west line of this tract, said KAF II Development tract, and said Lot 1, and the existing east ROW line of Tuscany Way, the following two (2) courses numbered 3 and 4;

- 3) $N06^{\circ}01'01''W$ 225.73 feet to a 1/2" iron rod found at the point of beginning of a curve; and
- 4) with said curve to the right whose intersection angle is $90^{\circ}47'45''$, the radius is 25.00 feet, an arc distance of 39.62 feet, the chord of which bears $N38^{\circ}45'51''E$ 35.60 feet to a 1/2" iron rod found at the northwest corner of this tract, said KAF II Development tract, and said Lot 1, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 4.228 acres (Part 1) in a deed to the State of Texas, of record in Volume 3138, Page 2243, Deed Records, Travis County, Texas;
- 5) THENCE, with the north line of this tract, said KAF II Development tract, and said Lot 1, same being the existing south ROW line of U.S. Highway 290, and the south line of said 4.228 acre State of Texas tract, $N84^{\circ}02'10''E$ 174.91 feet to a 1/2" iron rod found at the northeast corner of this tract, said KAF II Development tract, and said Lot 1, and the northwest corner of said 1825 Fortview tract and said Lot 2;

EXHIBIT ____

6) THENCE, with the east line of this tract, said KAF II Development tract and the said Lot 1, and the west line of said 1825 Fortview tract and said Lot 2, S06°02'13"E 216.09 feet to the POINT OF BEGINNING and containing 1.149 acres within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

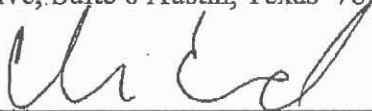
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of March, 2007 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

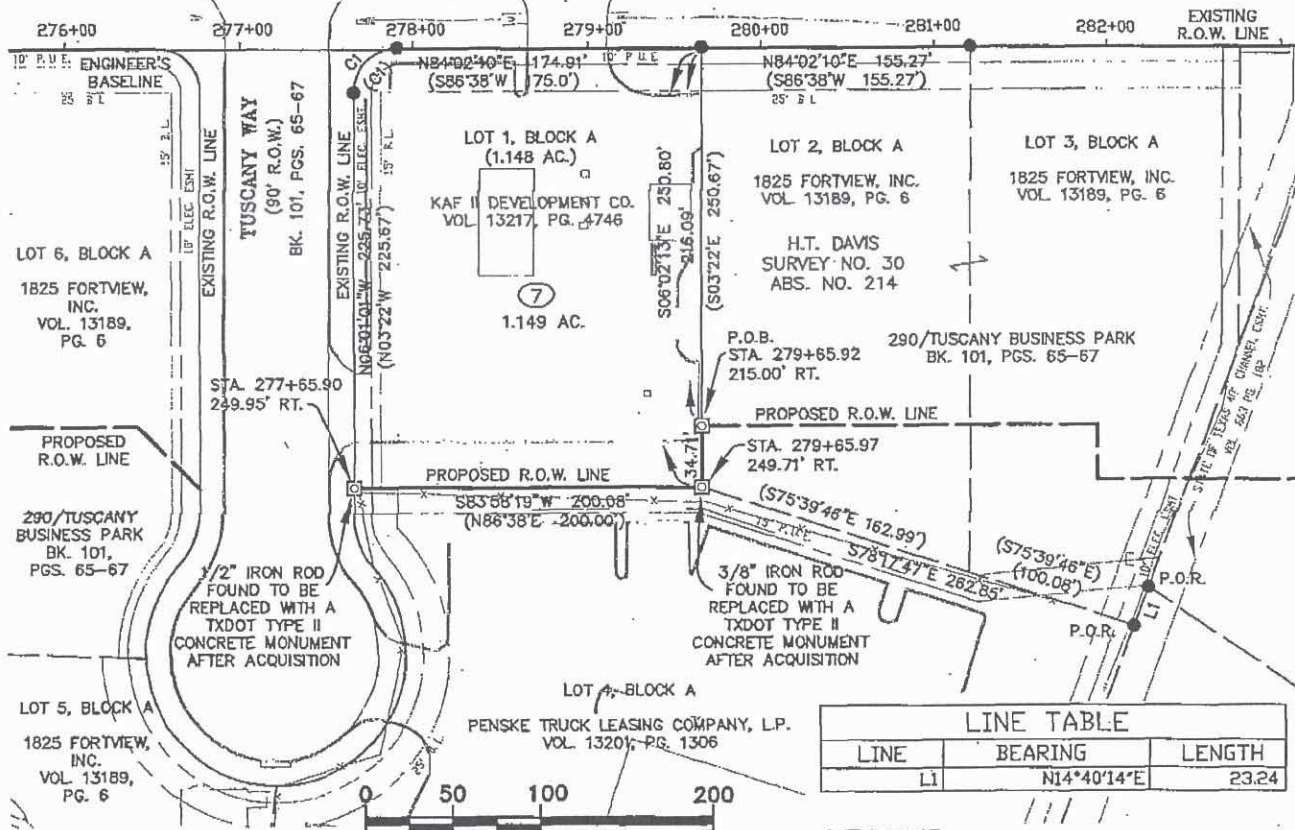
Note: There is a plat to accompany this description. US 290 P7REV Issued 02/02/07, Rev 03/20/07

SURVEYED ACREAGE	1.149 AC.
ACQUISITION ACREAGE	1.149 AC.
ACQUISITION SQUARE FEET	50,055
REMAINDER ACREAGE	0 AC.
REMAINDER SQUARE FEET	0

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	39.62	25.00	90°47'45"	25.35	N38°45'51"E	35.60
(C1)	(39.27)	(25.0)	(90°00'00")		(N41°38'E)	(35.36)

STATE OF TEXAS
VOL. 3138, PG. 2243
"PART I"-(4.228 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)



NOTES:

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
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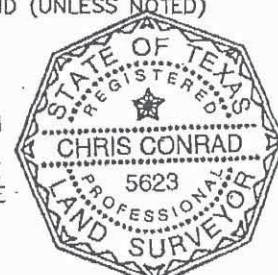
SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78737 512/451-8591.

Chris Conrad

03/20/07

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

- LEGEND**
- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - TXDOT TYPE II CONCRETE MONUMENT FOUND
 - ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
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TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 7
PAGE 4 OF 4

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

RESOLUTION NO. 10-35

January and February 2010 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 months of January and February 2010 and has caused Financial Reports to be prepared which are attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Reports for January and February 2010, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of March, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-35
Date Passed: 03/31/10

Central Texas Regional Mobility Authority

Balance Sheet

As of

January 31, 2010

January 31, 2009

Assets

Current Assets

Cash in Operating Fund		0.00		28,027.53
Regions Operating Account		184,538.87		0.00
Cash In TexSTAR	289,564.77		555,144.69	
Money Market Payroll Account	0.00		1,487.83	
Regions Payroll Account	86,186.89		0.00	
Fidelity Government MMA	6,667,242.89		7,921,449.45	
Restricted Cash-TexStar	21,853,462.33		39,598,177.14	
Regions SIB account	30,501,755.23		0.00	
Overpayment accounts	6,706.43		0.00	
Total Cash Equivalents		59,404,918.54		48,104,286.64
Accounts Receivable	149,112.37		2,126.46	
Due From Employees	2,500.00		0.00	
Due From TTA	504,403.60		419,649.00	
Due From NTTA	27,350.15		20,938.95	
Due From HCTRA	42,824.55		33,446.70	
Interest Receivable	46,373.89		35,995.46	
Total Receivables		772,564.56		512,156.57
Certificates of Deposit		6,100,000.00		4,599,000.00
Agencies		6,568,944.29		0.00
Prepaid Insurance	74,597.55		80,927.43	
Total Current Assets		73,105,563.81		53,296,370.64

Construction Work In Process

41,123,263.48

14,975,693.94

Fixed Assets

Computers	1,228,344.92		1,205,203.69	
Accum Deprec-Computers	(1,067,274.44)	161,070.48	(699,637.37)	505,566.32
Computer Software	6,133,429.48		6,132,394.48	
Accumulated Amortization-Software	(3,188,436.10)	2,944,993.38	(1,861,210.72)	4,271,183.76
Furniture and Fixtures	102,134.95		102,134.95	
Accum Deprec-Furn & Fixtures	(62,479.49)	39,655.46	(43,721.07)	58,413.88
Equipment	105,566.93		100,517.93	
Accum Depec-Equipment	(56,263.71)	49,303.22	(43,654.00)	56,863.93
Autos and Trucks	16,295.00		16,295.00	
Accum Deprec-Autos and Trucks	(10,722.84)	5,572.16	(6,789.60)	9,505.40
Buildings and Toll Facilities	7,062,332.11		7,062,332.11	
Accum Deprec-Buildings & Toll	(468,076.88)	6,594,255.23	(291,518.60)	6,770,813.51
Highways and Bridges	198,267,731.76		197,804,082.03	
Accum Deprec-Highways & Bridge	(13,524,937.98)	184,742,793.78	(8,562,968.40)	189,241,113.63
Communication Equipment	1,938,955.13		1,938,955.13	
Accum Deprec-Comm Equip	(533,188.00)	1,405,767.13	(336,311.98)	1,602,643.15
Toll Equipment	4,587,114.80		4,587,114.80	
Accum Deprec-Toll Equip	(1,225,758.42)	3,361,356.38	(763,977.06)	3,823,137.74
Signs	5,630,642.42		5,612,601.26	
Accum Deprec-Signs	(352,753.12)	5,277,889.30	(219,485.03)	5,393,116.23
Land Improvements	1,094,546.21		1,031,686.00	
Accum Deprec-Land Improv	(126,331.92)	968,214.29	(74,748.06)	956,937.94
Right of Way		23,683,553.05		22,760,024.88
Leasehold Improvements		67,845.74		73,697.27
Total Fixed Assets		229,302,269.60		235,523,017.64

Other Assets

Security Deposits		9,483.30		9,483.30
Intangible Assets		650.00		650.00
2005 Bond Issuance Costs		8,223,819.65		8,531,903.41
2009 BAB Bond issue costs		367,619.92		0.00
Total Assets		352,132,659.76		312,337,118.93
Liabilities				
Current Liabilities				
Accounts Payable		88,052.80		466,084.66
Overpayments		6,906.39		0.00
Salaries Payable		2,500.00		0.00
Interest Payable		694,087.02		690,916.12
Due to other Funds		76,027.00		0.00
TCDRS Payable		29,233.55		33,323.77
Due to State of Texas		1,242.93		1,214.11
Total Current Liabilities		898,049.69		1,191,538.66
Long Term Liabilities				
Accrued Vac & Sick Leave Paybl		205,137.00		205,137.00
Retainage Payable		143,332.71		144,776.71
Senior Lien Revenue Bonds 2005	171,799,425.86		170,938,506.96	
Sn Lien Rev Bnd Prem/Disc 2005	4,992,805.90		5,160,753.24	
Tot Sr Lien Rev Bond Pay Pre/D		176,792,231.76		176,099,260.20
TIFIA note 2008		72,965,185.88		69,401,883.67
2009 BAB's Payable		14,958,333.36		0.00
2009 State Infrastructure loan		31,762,825.57		0.00
Total Long Term Liabilities		296,827,046.28		245,851,057.58
Total Liabilities		297,725,095.97		247,042,596.24
Net Assets Section				
Contributed Capital		18,334,845.57		18,334,845.57
Net Assets beginning		41,137,451.62		52,402,779.47
Current Year Operations		(5,064,733.41)		(5,443,102.35)
Total Net Assets		36,072,718.21		46,959,677.12
Total Liabilities and Net Assets		352,132,659.76		312,337,118.93

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

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 1/31/2010	Of Budget	To Date 1/31/2009
Toll Revenue-TxTag-183A	17,250,000.00	8,429,414.35	48.87%	8,090,219.15
Toll Revenue-HCTRA-183A	565,000.00	305,541.75	54.08%	260,064.00
Toll Revenue-NTTA-183A	306,000.00	197,345.75	64.49%	140,838.75
Video Tolls	1,250,000.00	1,588,097.60	127.05%	516,369.00
Fee Revenue	812,500.00	738,214.35	90.86%	337,211.79
Operating Revenue	20,183,500.00	11,258,613.80	55.78%	9,939,387.49
Interest Income	900,000.00	198,695.75	22.08%	761,539.40
Total Revenue	21,083,500.00	11,457,309.55	54.34%	10,703,863.22

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 1/31/2010	Of Budget	To Date 1/31/2009
Regular	1,827,602.00	877,206.99	48.00%	843,496.55
Part Time	22,000.00	334.13	1.52%	0.00
Overtime	4,000.00	0.00		71.43
Contractual Employees	105,000.00	-13,098.44	-12.47%	26,837.12
TCDRS	273,122.00	129,696.35	47.49%	110,630.64
FICA	89,997.00	32,028.54	35.59%	34,304.13
FICA MED	27,602.00	13,276.27	48.10%	12,665.54
Health Insurance	200,700.00	144,978.04	72.24%	85,020.09
Life Insurance	6,215.00	3,139.42	50.51%	2,845.86
Auto Allowance	9,000.00	4,762.50	52.92%	5,250.00
Other Benefits	160,863.00	27,514.00	17.10%	25,252.60
Unemployment Taxes	1,980.00	507.77	25.64%	1,391.66
Salary Reserve	50,000.00	0.00		0.00
Total Salaries & Wages	2,778,081.00	1,220,345.57	43.93%	1,147,765.62

Contractual Services

Professional Services

Accounting	9,000.00	4,250.75	47.23%	4,585.25
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	43,370.88	24.78%	98,014.68
Toll Collection contract	0.00	7,287.45		677,132.98
Image Processing	540,000.00	365,370.85	67.66%	0.00
Facility maintenance	75,000.00	49,670.46	66.23%	46,790.99
Traffic management	0.00	23,197.06		20,390.37
Human Resources	15,000.00	1,038.11	6.92%	496.20
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	960,508.16	37.74%	1,259,979.22

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 1/31/2010	Of Budget	To Date 1/31/2009
Other Contractual Services				
IT Services	75,000.00	31,473.49	41.96%	19,726.83
Graphic Design Services	15,000.00	5,875.00	39.17%	3,575.00
Website Maintenance	20,000.00	13,301.20	66.51%	13,572.43
Research Services	30,000.00	0.00		5,049.90
Copy Machine	11,000.00	4,598.21	41.80%	4,998.97
Software licenses	23,000.00	7,396.12	32.16%	8,848.70
ETC system Maintenance	1,288,000.00	616,730.87	47.88%	425,367.13
ETC Development	125,000.00	21,278.00	17.02%	0.00
ETC Testing	30,000.00	28,718.29	95.73%	945.00
Communications and Marketing	135,000.00	73,668.18	54.57%	58,866.72
Advertising	50,000.00	7,099.72	14.20%	58,798.60
Direct Mail	10,000.00	0.00		0.00
Video Production	10,000.00	1,883.50	18.84%	3,400.00
Television	5,000.00	0.00		0.00
Radio	20,000.00	-30.00	-0.15%	21,066.00
Other Public Relations	2,500.00	0.00		0.00
Law Enforcement	230,000.00	112,117.83	48.75%	103,836.00
Special Assignments	10,000.00	0.00		0.00
Traffic Management	72,000.00	11,674.11	16.21%	5,459.48
Emergency Maintenance	10,000.00	0.00		0.00
Roadway Maintenance Contract	200,000.00	252,513.14	126.26%	130,102.01
Landscape Maintenance	240,000.00	82,846.96	34.52%	28,605.00
Signal & Illumination Maintenance	250,000.00	152,451.50	60.98%	155,528.00
Mowing and Litter Control	350,000.00	0.00		162,673.50
Hazardous Material Cleanup	10,000.00	0.00		0.00
Striping	30,000.00	0.00		0.00
Graffiti Removal	10,000.00	800.00	8.00%	936.00
Cell Phones	8,600.00	3,154.76	36.68%	3,592.00
Local	22,000.00	6,864.88	31.20%	9,869.68
Long Distance	1,000.00	185.99	18.60%	198.58
Internet	6,060.00	2,643.38	43.62%	3,154.56
Fiber Optic System	63,000.00	20,675.31	32.82%	18,946.57
Other Communication Expense	2,150.00	720.79	33.53%	1,108.56
Subscriptions	2,250.00	488.00	21.69%	0.00
Memberships	24,900.00	4,080.00	16.39%	16,930.00
Continuing Education	2,000.00	1,350.00	67.50%	0.00
Professional Development	10,550.00	305.00	2.89%	0.00
Seminars and Conferences	32,500.00	13,510.00	41.57%	15,499.76
Staff-Travel	80,500.00	40,276.24	50.03%	29,735.44
Roadway maintenance contract	0.00	310.91		0.00
TxTag Collection Fees	1,480,000.00	519,698.19	35.11%	380,160.41
Contractual Contingencies	249,500.00	113.63	0.05%	475.00
Total Other Contractual Services	5,246,510.00	2,038,773.20	38.86%	1,691,025.83
Total Contractual Expenses	7,791,510.00	2,999,281.36	38.49%	2,951,005.05

Expenditures	Budget FY 2010	Actual Year To Date 1/31/2010	Percent Of Budget	Actual Year To Date 1/31/2009
Books & Publications	13,100.00	6,511.63	49.71%	6,811.48
Office Supplies Expense	16,000.00	1,691.64	10.57%	1,728.81
Computer Supplies Expense	4,500.00	3,614.78	80.33%	2,582.75
Copy Supplies Expense	2,000.00	23.85	1.19%	277.35
Annual Report Printing	10,000.00	8,734.00	87.34%	0.00
Other Printed Reports	20,500.00	11,517.01	56.18%	9,626.54
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	374.12	22.67%	329.01
Misc Materials & Supplies	3,500.00	2,535.78	72.45%	1,036.17
Total Materials & Supplies Exp	127,350.00	35,210.37	27.65%	22,461.17

Expenditures	Budget FY 2010	Actual Year To Date 1/31/2010	Percent Of Budget	Actual Year To Date 1/31/2009
Operating Expenses				
Gasoline Expense	4,500.00	1,916.82	42.60%	2,171.81
Mileage Reimbursement	13,100.00	2,507.00	19.14%	3,021.72
Toll Tag Expense	3,275.00	1,582.11	48.31%	1,318.69
Parking	37,900.00	14,383.45	37.95%	20,455.23
Meeting Facilities	1,050.00	0.00		0.00
Community Events	5,000.00	500.00	10.00%	0.00
Meeting Expense	5,500.00	1,839.07	33.44%	1,614.37
Public Notices	3,300.00	268.00	8.12%	0.00
Postage	8,100.00	-202.40	-2.50%	238.80
Overnight Delivery Services	2,350.00	2,482.01	105.62%	126.22
Local Delivery Services	3,700.00	1,186.27	32.06%	1,065.96
Insurance	140,300.00	65,058.04	46.37%	79,173.15
Repair and Maintenance	500.00	333.30	66.66%	241.46
Repair & Maintenance-Vehicles	1,000.00	1,117.41	111.74%	1,037.40
Repair and Maintenance Toll Equip	15,000.00	1,030.00	6.87%	0.00
Rent	205,000.00	111,393.62	54.34%	94,186.94
Water	7,500.00	3,058.02	40.77%	2,731.31
Electricity	121,700.00	44,652.79	36.69%	56,847.42
Amortization Expense	1,397,000.00	712,741.61	51.02%	732,387.50
Dep Exp- Furniture & Fixtures	19,000.00	10,923.87	57.49%	11,035.43
Dep Expense - Equipment	16,440.00	8,386.99	51.02%	10,485.22
Dep Expense - Autos & Trucks	4,500.00	2,294.39	50.99%	2,715.84
Dep Expense-Buildng & Toll Fac	160,000.00	102,992.33	64.37%	102,992.33
Dep Expense-Highways & Bridges	5,504,000.00	2,897,129.65	52.64%	3,302,148.59
Dep Expense-Communic Equip	197,000.00	114,929.60	58.34%	114,725.00
Dep Expense-Toll Equipment	465,000.00	269,372.46	57.93%	269,372.46
Dep Expense - Signs	135,000.00	77,739.72	57.58%	77,036.37
Dep Expense-Land Improvemts	49,500.00	30,090.59	60.79%	28,240.55
Depreciation Expense-Computers	365,000.00	215,203.66	58.96%	212,863.60
Other Licenses	1,100.00	235.00	21.36%	235.00
Community Initiative Grants	75,000.00	35,000.00	46.67%	25,000.00
Total Operating Expense	8,967,316.00	4,730,145.38	52.75%	5,153,468.37
Financing Expenses				
Arbitrage Rebate	4,000.00	2,500.00	62.50%	2,500.00
Bond Issuance Expense	718,000.00	424,660.70	59.14%	161,945.93
Loan Fees	11,000.00	11,500.00	104.55%	11,500.00
Bond Issuance Cost	25,000.00	5,000.00	20.00%	0.00
Trustee Fees	2,000.00	0.00		2,000.00
Bank Fees	25,000.00	3,684.21	14.74%	12,905.50
Interest Expense	18,003,743.00	7,089,715.37	39.38%	6,681,413.93
Contingency	30,000.00	0.00		0.00
Total Financing Expense	18,818,743.00	7,537,060.28	40.05%	6,872,265.36
Total Expenses	38,482,999.00	16,522,042.96	42.93%	16,146,965.57
Net Income	-17,399,499.00	-5,064,733.41		-5,443,102.35

CTRMA INVESTMENT REPORT

	Month Ending 1/31/2010				Current Rate as of 1/31/2010	
	Balance 12/31/2009	Additions	Discount Amortization	Accrued Interest		Withdrawals
Amount in Trustee TexStar						
Additional Projects Fund	570.47			0.08		570.55
Construction Fund 05	9,002.63			0.77	5,814.72	3,188.68
Construction Fund 09	1,285,553.50			70.23	1,267,355.67	18,268.06
General Fund	8,482,367.06			1,155.63		8,483,522.69
Trustee Operating Fund	2,091,698.78			226.60	975,000.00	1,116,925.38
Renewal & Replacement Fund	152,651.66			20.80		152,672.46
TxDOT Grant Fund	6,262,645.65			853.22		6,263,498.87
Revenue Fund	619.56			0.08		619.64
Debt Service Reserve Fund	5,813,403.99		0.00	792.01		5,814,196.00
	24,098,513.30	0.00	0.00	3,119.42	2,248,170.39	21,853,462.33
Amount in TexStar Operating Fund	174,532.66	975,000.00		32.11	860,000.00	289,564.77
Fidelity Money Market Fund						
Operating Fund	400,006.08	400,000.00		1.64		800,007.72
Additional Projects Fund	59,011.56			0.52	3,622.53	55,389.55
Construction Fund 05	0.20	5,814.72			2,321.22	3,493.70
Construction Fund 09	0.86	1,267,355.67		0.01	1,267,355.67	0.87
Other Obligations Fund	3,046,238.74	39,000.00		19.95	38,560.26	3,046,698.43
Debt Service Fund	3,740,084.39	619,958.33		29.05	3,719,750.00	640,321.77
Subordinate Lien DS Fund	7,979.68			0.07		7,979.75
TxDOT Grant Fund	2,095.89			83.61		2,179.50
Renewal and Replacement	0.90			0.00		0.90
Revenue Fund	844,078.34	1,547,697.56		8.82	1,558,917.50	832,867.22
General Fund	827,522.99	450,866.42		5.85		1,278,395.26
Debt Service Reserve Fund	8.22					8.22
	8,927,027.85	4,330,692.70		149.52	6,590,527.18	6,667,342.89
Amount in Region's MMA SIB Loan	30,510,844.44			7,270.97	16,360.18	30,501,755.23
Amount in Fed Agencies						
Amortized Principal	6,570,201.31		1,257.02			6,568,944.29
Accrued Interest	6,570,201.31	0.00	1,257.02	13,895.83	0.00	6,568,944.29
Certificates of Deposit	6,100,000.00			775.00		6,100,000.00
Total in Pools	24,273,045.96	975,000.00		3,151.53	3,108,170.39	22,143,027.10
Total in Money Market	39,437,872.29	4,330,692.70		7,420.49	6,606,887.36	37,169,098.12
Total in Fed Agencies	6,570,201.31	0.00		13,895.83	0.00	6,568,944.29
Total Invested	76,381,119.56	5,305,692.70	0.00	25,242.85	9,715,057.75	71,981,069.51

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

William Chapman, CFO

INVESTMENTS by FUND

Balance
January 31, 2010

Additional Projects Fund		
TexSTAR	570.55	
Fidelity	55,389.55	
		55,960.10
05 Construction Fund		
TexSTAR	3,188.68	
Fidelity	3,493.70	
		6,682.38
Renewal & Replacement Fund		
TexSTAR	152,672.46	
Fidelity	0.90	
Agencies	501,041.67	
		653,715.03
TxDOT Grant Fund		
TexSTAR	6,263,498.87	
Fidelity	2,179.50	
CD's	3,100,000.00	
Agencies	1,000,000.00	
		10,365,678.37
Subordinate Lien DS Fund		
TexSTAR	0.00	
Fidelity	7,979.75	
		7,979.75
Debt Service Reserve Fund		
TexSTAR	5,814,196.00	
Fidelity	8.22	
CD's	3,000,000.00	
Agencies	5,067,902.62	
		13,882,106.84
Debt Service Fund		
TexSTAR	0.00	
Fidelity	640,321.77	
		640,321.77
Other Obligations Fund		
TexSTAR		
Fidelity	3,046,698.43	
		3,046,698.43
Operating Fund		
TexSTAR	289,564.77	
TexSTAR-Trustee	1,116,925.38	
Fidelity	800,007.72	
Region's SIB Loan MMA	30,501,755.23	
		32,708,253.10
Revenue Fund		
TexSTAR	619.64	
Fidelity	832,867.22	
		833,486.86
General Fund		
TexSTAR	8,483,522.69	
Fidelity	1,278,395.26	
		9,761,917.95
09 Construction Fund		
Fidelity	0.87	
TexSTAR	18,268.06	
		18,268.93

\$ 71,981,069.51

Amount of Investments As of January 31, 2010

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	5,067,902.62	5,001,550.00	1.62%	11/30/2009	11/10/2014	Debt Service Reserve Fund
Fannie Mae	3136FJZR5	501,250.00	501,041.67	498,125.00	1.50%	12/30/2009	12/30/2014	Renewal and Replacement
		<u>6,571,250.00</u>	<u>6,568,944.29</u>	<u>6,501,235.00</u>				

Agency	CUSIP #	COST	Cummulative Amortization	1/31/10 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	2,097.38	5,067,902.62	5,000,000.00	13,020.83	1,048.69	11,972.14
Fannie Mae	3136FJZR5	501,250.00	208.33	501,041.67	500,000.00	833.33	208.33	625.00
		<u>6,571,250.00</u>	<u>2,305.71</u>	<u>6,568,944.29</u>	<u>6,500,000.00</u>	<u>13,895.83</u>	<u>1,257.02</u>	<u>12,847.14</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

January 10 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	January 10 Interest	FUND
Regions Bank	CDRB25367	3,000,000	0.85%	6/30/2009	3/28/2010	\$ 2,165.76	TxDOT Grant Fund
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010	\$ 42.47	TxDOT Grant Fund
Frost Bank	CD9919266	3,000,000	0.30%	10/5/2009	4/3/2010	\$ 775.00	Debt Service Reserve Fund
		<u>6,100,000</u>				<u>2,983.23</u>	



Monthly Newsletter - January 2010

Performance

As of January 31, 2010

January Averages

Current Invested Balance	\$5,840,134,270.14	Average Invested Balance	\$5,630,794,888.42
Weighted Average Maturity (1)	47 Days	Average Monthly Yield, on a simple basis	0.1604%
Weighted Average Maturity (2)	68 Days	Average Weighted Average Maturity (1)*	44 Days
Net Asset Value	1.000185	Average Weighted Average Maturity (2)*	62 Days
Total Number of Participants	702		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$1,008,066.47		
Management Fee Collected	\$240,677.62		
% of Portfolio Invested Beyond 1 Year	2.57%		
Standard & Poor's Current Rating	AAAm		

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

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

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

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

New Participants

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

- ★ City of Grand Prairie

News

Holiday Reminder - In observance of **Presidents' Day**, **TexSTAR will be closed on Monday, February 15, 2010**. All ACH transactions initiated on Friday, February 12th will settle on Tuesday, February 16th.

Conferences - TexSTAR Representatives look forward to visiting with those of you attending the following events.

- ★ Texas Association of School Business Officials (TASBO) Annual Conference, February 15-17, Fort Worth
- ★ Arbitrage Rebate Conference (presented by FirstSouthwest), April 29-30, Grapevine

Economic Commentary

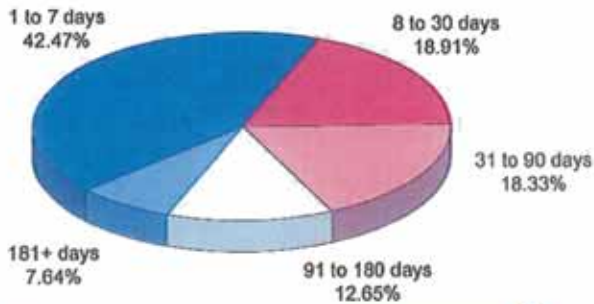
After a firm start to the year, fixed income credit markets eased off toward the end of January, despite solid economic reports. Fixed income and equities softened on global and domestic concerns about the fragility of the economic recovery, as policy statements added to uncertainty about the political environment's impact on the economy. Economic data released in January solidified the notion that the growth of the U.S. economy achieved some momentum. The fourth-quarter gross domestic product (GDP) report was much stronger than markets expected. Although the financial markets have become more liquid and mass layoffs have abated, a lack of credit and low capacity utilization appear to be prohibiting a "V-shaped" recovery. Consumer spending grew by 2.0% in the fourth quarter after a stimulus-boosted gain of 2.8% in the third quarter. As of the third quarter of 2009, household net wealth had improved over 10% from the depths of the recession. However, the extent to which this rebound will continue is under growing scrutiny: the "shadow" inventory of distressed homes kept off the market (due to federal mortgage workout options) remains high and the risks to the economy remain elevated by legislative and global monetary policy uncertainty. The job market continues to be weak, with the unemployment rate remaining at 10% and the median duration of unemployment exceeding 20 weeks. Over the next year, it is expected that prices will continue to slip below the Fed's comfort zone, with the core personal consumption expenditures price index forecast to decline to 0.7% by the end of 2010. With the unemployment rate persistently elevated, inflation low and inflation expectations stable, it is unlikely that the Fed will raise its target rate in 2010. To be fair, the Fed has already pared back many of the liquidity facilities created during the credit crisis and is currently developing various options to manage its balance sheet if further liquidity needs to be drained. The debate regarding the measurement of slack, inflation expectations and the optimal target rate will continue to evolve vigorously, and how it develops may generate some risk that the Fed will tighten either unconventional or conventional monetary policy before the end of this year.

This information is an excerpt from an economic report dated January 2010 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

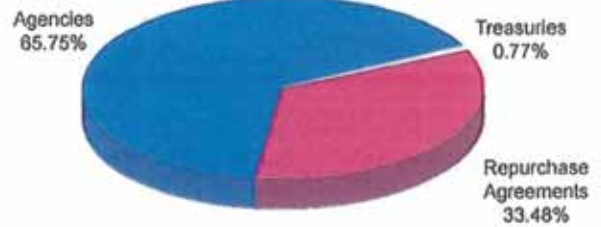
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

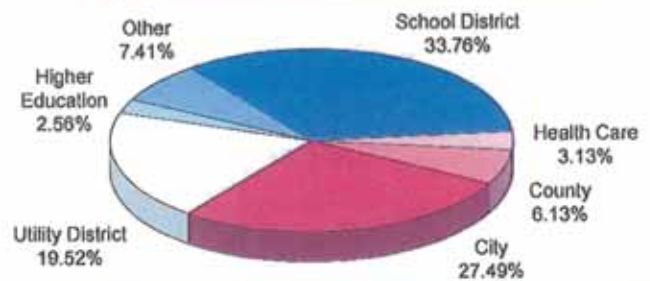
Portfolio by Type of Investment As of January 31, 2010



Distribution of Participants by Type As of January 31, 2010



Portfolio by Maturity As of January 31, 2010



Historical Program Information

Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jan 10	0.1604%	\$ 5,840,134,270.14	\$ 5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701
Nov 09	0.1986%	5,098,729,406.85	5,100,566,153.33	1.000360	53	73	699
Oct 09	0.2095%	5,268,497,948.76	5,270,536,424.50	1.000384	49	71	696
Sep 09	0.2629%	5,340,224,912.87	5,342,464,587.80	1.000419	48	71	695
Aug 09	0.3089%	5,139,063,427.24	5,141,481,459.68	1.000470	49	75	693
Jul 09	0.3232%	5,376,443,555.63	5,378,994,696.96	1.000467	47	75	687
Jun 09	0.3693%	5,656,879,809.73	5,659,853,015.76	1.000525	47	76	684
May 09	0.4462%	5,532,083,366.30	5,535,302,549.55	1.000581	46	75	679
Apr 09	0.4984%	5,647,217,828.45	5,650,940,345.36	1.000659	50	79	677
Mar 09	0.5945%	5,660,835,069.45	5,663,620,225.62	1.000492	50	77	673
Feb 09	0.7053%	6,132,498,993.34	6,134,995,172.40	1.000402	48	72	670
Jan 09	0.9005%	5,676,377,612.45	5,680,297,695.81	1.000683	50	78	667

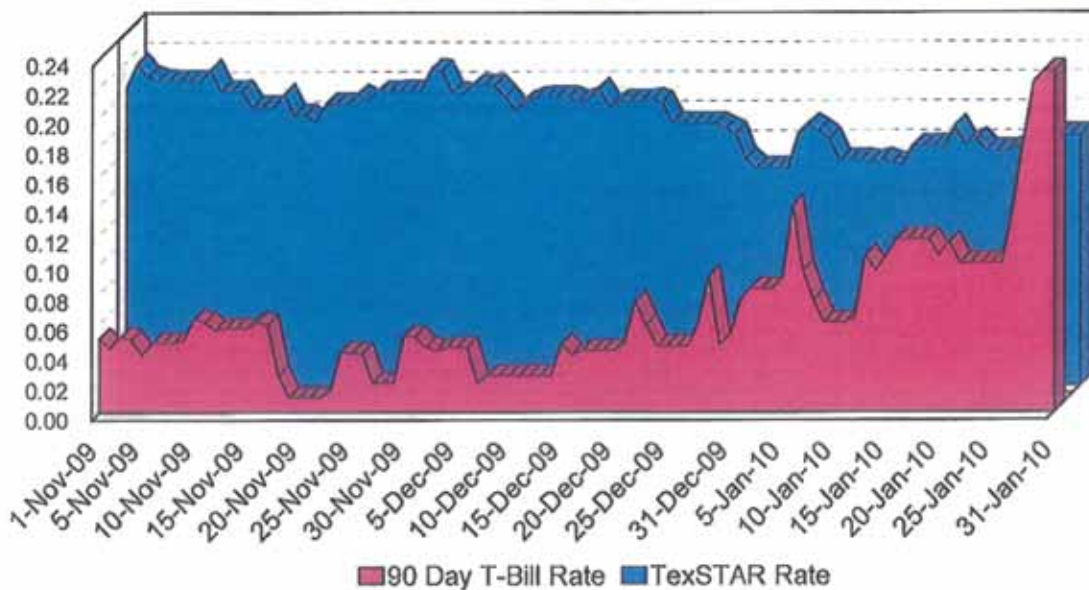
Portfolio Asset Summary as of January 31, 2010

	Book Value	Market Value
Uninvested Balance	\$ (1,965.81)	\$ (1,965.81)
Accrual of Interest Income	1,442,319.79	1,442,319.79
Interest and Management Fees Payable	(1,068,043.48)	(1,068,043.48)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	1,954,864,000.00	1,954,864,000.00
Government Securities	3,884,897,959.64	3,885,979,453.62

Total **\$ 5,840,134,270.14** **\$ 5,841,215,764.12**

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for January 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jan-10	0.1472%	0.000004033	\$5,407,637,704.81	1.000223	41	59
2-Jan-10	0.1472%	0.000004033	\$5,407,637,704.81	1.000223	41	59
3-Jan-10	0.1472%	0.000004033	\$5,407,637,704.81	1.000223	41	59
4-Jan-10	0.1708%	0.000004679	\$5,415,826,597.80	1.000201	40	58
5-Jan-10	0.1767%	0.000004841	\$5,488,715,250.26	1.000194	41	58
6-Jan-10	0.1729%	0.000004738	\$5,459,723,594.95	1.000198	46	64
7-Jan-10	0.1671%	0.000004578	\$5,512,350,415.54	1.000221	45	62
8-Jan-10	0.1526%	0.000004180	\$5,584,095,497.58	1.000225	43	59
9-Jan-10	0.1526%	0.000004180	\$5,584,095,497.58	1.000225	43	59
10-Jan-10	0.1526%	0.000004180	\$5,584,095,497.58	1.000225	43	59
11-Jan-10	0.1517%	0.000004156	\$5,604,326,337.61	1.000211	42	59
12-Jan-10	0.1530%	0.000004193	\$5,593,434,286.67	1.000235	42	58
13-Jan-10	0.1506%	0.000004126	\$5,598,240,867.57	1.000236	41	57
14-Jan-10	0.1499%	0.000004106	\$5,678,191,890.51	1.000234	41	58
15-Jan-10	0.1623%	0.000004446	\$5,628,691,630.63	1.000217	39	57
16-Jan-10	0.1623%	0.000004446	\$5,628,691,630.63	1.000217	39	57
17-Jan-10	0.1623%	0.000004446	\$5,628,691,630.63	1.000217	39	57
18-Jan-10	0.1623%	0.000004446	\$5,628,691,630.63	1.000217	39	57
19-Jan-10	0.1756%	0.000004812	\$5,652,594,362.77	1.000207	39	56
20-Jan-10	0.1634%	0.000004476	\$5,673,942,297.55	1.000206	38	55
21-Jan-10	0.1667%	0.000004568	\$5,676,696,029.29	1.000215	49	66
22-Jan-10	0.1592%	0.000004363	\$5,682,102,953.35	1.000209	49	70
23-Jan-10	0.1592%	0.000004363	\$5,682,102,953.35	1.000209	49	70
24-Jan-10	0.1592%	0.000004363	\$5,682,102,953.35	1.000209	49	70
25-Jan-10	0.1617%	0.000004430	\$5,730,735,366.57	1.000216	48	70
26-Jan-10	0.1543%	0.000004227	\$5,759,275,953.87	1.000195	48	70
27-Jan-10	0.1538%	0.000004213	\$5,821,749,176.56	1.000184	47	69
28-Jan-10	0.1699%	0.000004656	\$5,832,161,313.20	1.000189	49	71
29-Jan-10	0.1695%	0.000004643	\$5,840,134,270.14	1.000185	47	68
30-Jan-10	0.1695%	0.000004643	\$5,840,134,270.14	1.000185	47	68
31-Jan-10	0.1695%	0.000004643	\$5,840,134,270.14	1.000185	47	68
Average	0.1604%	0.000004395	\$5,630,794,888.42		44	62

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
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<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
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<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

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



J.P.Morgan
Asset Management

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	February 28, 2010	February 28, 2009
Assets		
Current Assets		
Cash in Operating Fund	0.00	2,302.24
Regions Operating Account	218,883.59	10,000.05
Cash In TexSTAR	89,578.71	664,096.14
Money Market Payroll Account	0.00	5,080.07
Regions Payroll Account	8,189.08	0.05
Fidelity Government MMA	8,134,356.87	9,177,960.11
Restricted Cash-TexStar	21,539,378.90	36,944,283.86
Regions SIB account	30,508,774.81	0.00
Overpayment accounts	7,390.70	0.00
Total Cash Equivalents	60,287,669.07	46,803,722.52
Accounts Receivable	148,352.97	2,126.46
Due From TTA	514,192.75	487,362.90
Due From NTTA	26,145.15	41,229.45
Due From HCTRA	35,249.45	31,582.80
Interest Receivable	61,663.29	36,330.62
Total Receivables	785,603.61	598,632.23
Certificates of Deposit	6,100,000.00	4,500,000.00
Agencies	6,567,687.27	0.00
Prepaid Insurance	65,773.14	71,366.87
Total Current Assets	74,025,616.68	51,973,721.62
Construction Work In Process	41,200,633.24	15,965,253.53
Fixed Assets		
Computers	1,228,344.92	1,205,203.69
Accum Deprec-Computers	(1,098,082.73)	(729,959.61)
Computer Software	6,133,429.48	6,132,394.48
Accumulated Amortization-Software	(3,289,768.70)	(1,967,298.14)
Furniture and Fixtures	102,134.95	102,134.95
Accum Deprec-Furn & Fixtures	(64,039.99)	(45,297.52)
Equipment	105,566.93	100,517.93
Accum Depec-Equipment	(57,461.85)	(44,706.82)
Autos and Trucks	16,295.00	16,295.00
Accum Deprec-Autos and Trucks	(11,050.61)	(7,117.37)
Buildings and Toll Facilities	7,062,332.11	7,062,332.11
Accum Deprec-Buildings & Toll	(482,790.07)	(306,231.79)
Highways and Bridges	198,281,336.41	197,804,082.03
Accum Deprec-Highways & Bridge	(13,938,871.89)	(8,975,936.39)
Communication Equipment	1,938,955.13	1,938,955.13
Accum Deprec-Comm Equip	(549,558.68)	(352,701.26)
Toll Equipment	4,587,114.80	4,587,114.80
Accum Deprec-Toll Equip	(1,264,240.20)	(802,458.84)
Signs	5,630,642.42	5,612,601.26
Accum Deprec-Signs	(363,858.80)	(230,590.70)
Land Improvements	1,094,546.21	1,031,686.00
Accum Deprec-Land Improv	(130,630.57)	(79,046.71)
Right of Way	23,683,553.05	23,680,885.15
Leasehold Improvements	67,358.11	73,209.65
Total Fixed Assets	228,681,255.43	235,806,067.03
Other Assets		
Security Deposits	9,483.30	9,483.30

Intangible Assets	650.00		650.00
2005 Bond Issuance Costs	8,199,575.55		8,508,443.90
2009 BAB Bond issue costs	330,857.92		0.00
Total Assets	362,448,072.12		312,263,619.38
Liabilities			
Current Liabilities			
Accounts Payable	138,267.69		335,150.99
Overpayments	7,612.05		0.00
Interest Payable	1,388,174.04		1,381,832.24
Due to other Funds	76,027.00		0.00
TCDRS Payable	22,938.51		21,418.32
Other	0.00		8,229.86
Due to State of Texas	1,393.31		1,428.04
Total Current Liabilities	1,634,412.60		1,748,059.45
Long Term Liabilities			
Accrued Vac & Sick Leave Paybl	205,137.00		205,137.00
Retainage Payable	143,332.71		144,776.71
Senior Lien Revenue Bonds 2005	171,799,425.86	170,938,506.96	
Sn Lien Rev Bnd Prem/Disc 2005	4,979,464.34	5,148,019.63	
Tot Sr Lien Rev Bond Pay Pre/D	176,778,890.20		176,086,526.59
TIFIA note 2008	73,248,196.05		69,672,073.34
2009 BAB's Payable	14,962,500.03		0.00
2009 State Infrastructure loan	31,840,909.18		0.00
Total Long Term Liabilities	297,178,965.17		246,108,513.64
Total Liabilities	298,813,377.77		247,866,573.09
Net Assets Section			
Contributed Capital	18,334,845.57		18,334,845.57
Net Assets beginning	41,137,451.62		52,402,779.47
Current Year Operations	(5,837,602.85)		(6,330,578.75)
Total Net Assets	35,299,848.77		46,072,200.72
Total Liabilities and Net Assets	362,448,072.12		312,263,619.38

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

	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Revenue				
Toll Revenue-TxTag-183A	17,250,000.00	9,633,169.05	55.84%	9,181,953.35
Toll Revenue-HCTRA-183A	565,000.00	340,791.20	60.32%	291,646.80
Toll Revenue-NTTA-183A	306,000.00	223,490.90	73.04%	161,129.25
Video Tolls	1,250,000.00	1,801,437.12	144.11%	671,769.75
Fee Revenue	812,500.00	864,529.89	106.40%	404,134.17
Operating Revenue	20,183,500.00	12,863,417.96	63.73%	11,305,678.35
Interest Income	900,000.00	237,794.71	26.42%	809,556.84
Total Revenue	21,083,500.00	13,101,212.67	62.14%	12,118,171.62

	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Expenditures				
Regular	1,827,602.00	987,416.07	54.03%	955,265.83
Part Time	22,000.00	334.13	1.52%	0.00
Overtime	4,000.00	0.00		71.43
Contractual Employees	105,000.00	-13,098.44	-12.47%	41,271.52
TCDRS	273,122.00	145,110.56	53.13%	126,063.94
FICA	89,997.00	38,611.50	42.90%	41,034.81
FICA MED	27,602.00	14,815.82	53.68%	14,239.66
Health Insurance	200,700.00	153,527.81	76.50%	96,467.38
Life Insurance	6,215.00	3,522.55	56.68%	3,225.53
Auto Allowance	9,000.00	5,512.50	61.25%	6,000.00
Other Benefits	160,863.00	30,847.22	19.18%	28,820.88
Unemployment Taxes	1,980.00	658.15	33.24%	1,605.59
Salary Reserve	50,000.00	0.00		0.00
Total Salaries & Wages	2,778,081.00	1,367,257.87	49.22%	1,314,066.57

Contractual Services

	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Professional Services				
Accounting	9,000.00	4,291.85	47.69%	5,590.81
Auditing	45,000.00	43,057.00	95.68%	37,626.00
General Engineering Consultant	1,250,000.00	365,534.66	29.24%	586,835.97
General System Consultant	175,000.00	44,248.75	25.29%	99,810.28
Toll Collection contract	0.00	7,287.45		720,440.63
Image Processing	540,000.00	404,930.72	74.99%	0.00
Facility maintenance	75,000.00	57,323.03	76.43%	46,790.99
Traffic management	0.00	28,940.29		20,390.37
Human Resources	15,000.00	1,284.26	8.56%	580.20
Legal	400,000.00	85,260.29	21.32%	35,368.04
Photography	15,000.00	6,797.65	45.32%	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	1,048,955.95	41.22%	1,631,347.51

Expenditures	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Other Contractual Services				
IT Services	75,000.00	35,563.99	47.42%	24,141.12
Graphic Design Services	15,000.00	8,075.00	53.83%	3,575.00
Website Maintenance	20,000.00	15,103.20	75.52%	14,592.46
Research Services	30,000.00	5,000.00	16.67%	5,049.90
Copy Machine	11,000.00	3,602.21	32.75%	5,567.42
Software licenses	23,000.00	7,909.12	34.39%	16,529.70
ETC system Maintenance	1,288,000.00	719,009.03	55.82%	524,758.53
ETC Development	125,000.00	22,928.00	18.34%	0.00
ETC Testing	30,000.00	28,718.29	95.73%	945.00
Communications and Marketing	135,000.00	86,707.26	64.23%	70,784.87
Advertising	50,000.00	7,871.04	15.74%	63,672.10
Direct Mail	10,000.00	0.00		0.00
Video Production	10,000.00	1,883.50	18.84%	3,400.00
Television	5,000.00	0.00		0.00
Radio	20,000.00	-30.00	-0.15%	21,066.00
Other Public Relations	2,500.00	0.00		0.00
Law Enforcement	230,000.00	130,453.83	56.72%	121,142.00
Special Assignments	10,000.00	0.00		0.00
Traffic Management	72,000.00	11,674.11	16.21%	5,459.48
Emergency Maintenance	10,000.00	0.00		0.00
Roadway Maintenance Contract	200,000.00	316,171.41	158.09%	130,102.01
Landscape Maintenance	240,000.00	82,846.96	34.52%	28,605.00
Signal & Illumination Maintenance	250,000.00	152,451.50	60.98%	175,028.00
Mowing and Litter Control	350,000.00	16,050.37	4.59%	162,673.50
Hazardous Material Cleanup	10,000.00	0.00		0.00
Striping	30,000.00	22,367.11	74.56%	0.00
Graffiti Removal	10,000.00	800.00	8.00%	936.00
Cell Phones	8,800.00	3,846.07	44.72%	4,359.85
Local	22,000.00	7,312.04	33.24%	9,869.68
Long Distance	1,000.00	185.99	18.60%	198.58
Internet	6,060.00	2,643.38	43.62%	3,154.56
Fiber Optic System	63,000.00	20,675.31	32.82%	18,946.57
Other Communication Expense	2,150.00	720.79	33.53%	1,122.66
Subscriptions	2,250.00	488.00	21.69%	0.00
Memberships	24,900.00	5,070.00	20.36%	18,075.00
Continuing Education	2,000.00	1,350.00	67.50%	0.00
Professional Development	10,550.00	305.00	2.89%	0.00
Seminars and Conferences	32,500.00	13,645.00	41.98%	16,099.76
Staff-Travel	80,500.00	41,295.78	51.30%	33,423.10
Roadway maintenance contract	0.00	310.91		0.00
TxTag Collection Fees	1,480,000.00	723,580.03	48.89%	288,691.87
Contractual Contingencies	249,500.00	113.63	0.05%	475.00
Total Other Contractual Services	5,246,510.00	2,496,697.86	47.59%	1,772,444.72
Total Contractual Expenses	7,791,510.00	3,545,653.81	45.51%	3,403,792.23

Expenditures	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Books & Publications	13,100.00	6,511.63	49.71%	7,863.96
Office Supplies Expense	16,000.00	1,691.64	10.57%	1,947.00
Computer Supplies Expense	4,500.00	3,614.78	80.33%	2,778.41
Copy Supplies Expense	2,000.00	23.85	1.19%	277.35
Annual Report Printing	10,000.00	8,734.00	87.34%	9,149.00
Other Printed Reports	20,500.00	11,919.57	58.14%	12,496.25
Direct Mail-printing Expense	10,000.00	0.00		0.00
Office Supplies-printed	1,000.00	474.53	47.45%	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	374.12	22.67%	329.01
Misc Materials & Supplies	3,500.00	2,535.78	72.45%	1,038.17
Total Materials & Supplies Exp	127,350.00	36,087.46	28.34%	35,946.21

Expenditures	Budget FY 2010	Actual Year To Date 2/28/2010	Percent Of Budget	Actual Year To Date 2/28/2009
Operating Expenses				
Gasoline Expense	4,500.00	1,916.82	42.60%	2,171.81
Mileage Reimbursement	13,100.00	2,644.60	20.19%	3,179.75
Toll Tag Expense	3,275.00	1,587.21	48.46%	1,329.50
Parking	37,900.00	17,147.07	45.24%	23,755.02
Meeting Facilities	1,050.00	0.00		0.00
Community Events	5,000.00	500.00	10.00%	0.00
Meeting Expense	5,500.00	1,839.07	33.44%	1,646.31
Public Notices	3,300.00	268.00	8.12%	0.00
Postage	8,100.00	-202.40	-2.50%	238.80
Overnight Delivery Services	2,350.00	2,482.01	105.62%	149.84
Local Delivery Services	3,700.00	1,224.45	33.09%	1,243.16
Insurance	140,300.00	52,091.55	37.13%	88,733.71
Repair and Maintenance	500.00	333.30	66.66%	241.46
Repair & Maintenance-Vehicles	1,000.00	1,117.41	111.74%	1,037.40
Repair and Maintenance Toll Equip	15,000.00	1,030.00	6.87%	0.00
Rent	205,000.00	127,054.58	61.98%	126,215.62
Water	7,500.00	3,058.02	40.77%	2,731.31
Electricity	121,700.00	45,680.56	37.54%	57,904.61
Amortization Expense	1,397,000.00	814,561.84	58.31%	838,962.54
Dep Exp- Furniture & Fixtures	19,000.00	12,484.37	65.71%	12,611.88
Dep Expense - Equipment	16,440.00	9,585.13	58.30%	11,538.04
Dep Expense - Autos & Trucks	4,500.00	2,622.16	58.27%	3,043.61
Dep Expense-Buildng & Toll Fac	160,000.00	117,705.52	73.57%	117,705.52
Dep Expense-Highways & Bridges	5,504,000.00	3,311,063.56	60.16%	3,715,116.58
Dep Expense-Communic Equip	197,000.00	131,300.28	66.65%	131,114.28
Dep Expense-Toll Equipment	465,000.00	307,854.24	66.21%	307,854.24
Dep Expense - Signs	135,000.00	88,845.40	65.81%	88,142.04
Dep Expense-Land Improvemts	49,500.00	34,389.24	69.47%	32,539.20
Depreciation Expense-Computers	365,000.00	246,011.95	67.40%	243,185.84
Other Licenses	1,100.00	235.00	21.36%	235.00
Community Initiative Grants	75,000.00	35,000.00	46.67%	25,000.00
Total Operating Expense	8,967,315.00	5,371,430.94	59.90%	5,837,627.07
Financing Expenses				
Arbitrage Rebate	4,000.00	2,500.00	62.50%	2,500.00
Bond Issuance Expense	718,000.00	485,666.80	67.64%	185,405.44
Loan Fees	11,000.00	11,500.00	104.55%	11,500.00
Bond Issuance Cost	25,000.00	5,000.00	20.00%	0.00
Trustee Fees	2,000.00	0.00		2,000.00
Bank Fees	25,000.00	4,230.13	16.92%	13,393.13
Interest Expense	18,003,743.00	8,109,488.51	45.04%	7,642,519.72
Contingency	30,000.00	0.00		0.00
Total Financing Expense	18,818,743.00	8,618,385.44	45.80%	7,857,318.29
Total Expenses	38,482,999.00	18,938,815.52	49.21%	18,448,750.37
Net Income	-17,399,499.00	-5,837,602.85		-6,330,578.75

CTRMA INVESTMENT REPORT

	Month Ending 2/28/2010					Current Rate as of 2/28/2010
	Balance 1/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
Additional Projects Fund	570.55			0.06		570.61
Construction Fund 05	3,188.68			0.29	1,506.28	1,682.69
Construction Fund 09	18,268.06			1.38	15,000.00	3,269.44
General Fund	8,483,522.69			945.44		8,484,468.13
Trustee Operating Fund	1,116,925.38			112.61	300,000.00	817,037.99
Renewal & Replacement Fund	152,672.46			17.01		152,689.47
TxDOT Grant Fund	6,263,498.87			698.03		6,264,196.90
Revenue Fund	619.64			0.07		619.71
Debt Service Reserve Fund	5,814,196.00			647.96		5,814,843.96
	21,853,462.33	0.00	0.00	2,422.85	316,506.28	21,539,378.90
Amount in TexStar Operating Fund	289,564.77	300,000.00		13.94	500,000.00	89,578.71
Fidelity Money Market Fund						
Operating Fund	800,007.72	400,000.00		4.49		1,200,012.21
Additional Projects Fund	55,389.55			0.48	52,900.80	2,489.23
Construction Fund 05	3,493.70	1,506.28		0.02	5,000.00	0.00
Construction Fund 09	0.87	15,000.00		0.30	15,000.00	1.17
Other Obligations Fund	3,046,698.43	39,000.00		25.69	38,509.28	3,047,214.84
Debt Service Fund	640,321.77	619,958.33		12.06		1,260,292.16
Subordinate Lien DS Fund	7,879.75			0.07		7,879.82
TxDOT Grant Fund	2,179.50			2,208.24		4,387.74
Renewal and Replacement	0.90			0.00		0.90
Revenue Fund	832,867.22	1,599,309.00		9.04	1,520,342.90	911,842.36
General Fund	1,278,395.26	421,824.70		8.26		1,700,228.22
Debt Service Reserve Fund	8.22					8.22
	6,667,242.89	3,096,598.31		2,268.65	1,631,752.98	8,134,356.87
Amount in Region's MMA SIB Loan	30,501,755.23			7,019.58		30,508,774.81
Amount in Fed Agencies						
Amortized Principal	6,568,944.29		1,257.02			6,567,687.27
Accrued Interest	6,568,944.29	0.00	1,257.02	13,895.83	0.00	6,567,687.27
Certificates of Deposit						
Total in Pools	6,100,000.00			700.00		6,100,000.00
Total in Money Market	22,143,027.10	300,000.00		2,436.79	816,506.28	21,628,957.61
Total in Fed Agencies	37,168,998.12	3,096,598.31		9,288.23	1,631,752.98	38,643,131.68
	6,568,944.29	0.00		13,895.83	0.00	6,567,687.27
Total Invested	71,980,969.51	3,396,598.31	0.00	26,320.85	2,448,259.26	72,939,776.56

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

William Chapman, CFO

Amount of investments As of February 208, 2010

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	1,000,000.00	1.05%	3/6/2009	3/5/2010	TxDOT Grant Fund
Fannie Mae	31398AZY1	5,070,000.00	5,066,853.93	5,040,650.00	1.62%	11/30/2009	11/10/2014	Debt Service Reserve Fund
Fannie Mae	3136FJZR5	501,250.00	500,833.34	501,250.00	1.50%	12/30/2009	12/30/2014	Renewal and Replacement
		<u>6,571,250.00</u>	<u>6,567,687.27</u>	<u>6,541,900.00</u>				

Agency	CUSIP #	COST	Cummulative Amortization	2/28/10 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	3,146.07	5,066,853.93	5,000,000.00	13,020.83	1,048.69	11,972.14
Fannie Mae	3136FJZR5	501,250.00	416.66	500,833.34	500,000.00	833.33	208.33	625.00
		<u>6,571,250.00</u>	<u>3,562.73</u>	<u>6,567,687.27</u>	<u>6,500,000.00</u>	<u>13,895.83</u>	<u>1,257.02</u>	<u>12,847.14</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

February 10 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Matures	February 10		FUND
			Maturity	Maturity		Interest	Interest	
Regions Bank	CDRB25367	3,000,000	0.85%	6/30/2009	3/28/2010	\$	2,026.02	TxDOT Grant Fund
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010	\$	42.46	TxDOT Grant Fund
Frost Bank	CD9919266	3,000,000	0.30%	10/5/2009	4/3/2010	\$	700.00	Debt Service Reserve Fund
		<u>6,100,000</u>					<u>2,768.48</u>	

INVESTMENTS by FUND

Balance
February 28, 2010

Additional Projects Fund		
TexSTAR	570.61	
Fidelity	2,489.23	
		3,059.84
05 Construction Fund		
TexSTAR	1,682.69	
Fidelity	0.00	
		1,682.69
Renewal & Replacement Fund		
TexSTAR	152,689.47	
Fidelity	0.90	
Agencies	500,833.34	
		653,523.71
TxDOT Grant Fund		
TexSTAR	6,264,196.90	
Fidelity	4,387.74	
CD's	3,100,000.00	
Agencies	1,000,000.00	
		10,368,584.64
Subordinate Lien DS Fund		
TexSTAR	0.00	
Fidelity	7,879.82	
		7,879.82
Debt Service Reserve Fund		
TexSTAR	5,814,843.96	
Fidelity	8.22	
CD's	3,000,000.00	
Agencies	5,066,853.93	
		13,881,706.11
Debt Service Fund		
TexSTAR	0.00	
Fidelity	1,260,292.16	
		1,260,292.16
Other Obligations Fund		
TexSTAR		
Fidelity	3,047,214.84	
		3,047,214.84
Operating Fund		
TexSTAR	89,578.71	
TexSTAR-Trustee	817,037.99	
Fidelity	1,200,012.21	
Region's SIB Loan MMA	30,508,774.81	
		32,615,403.72
Revenue Fund		
TexSTAR	619.71	
Fidelity	911,842.36	
		912,462.07
General Fund		
TexSTAR	8,484,468.13	
Fidelity	1,700,228.22	
		10,184,696.35
09 Construction Fund		
Fidelity	1.17	
TexSTAR	3,269.44	
		3,270.61

\$ 72,939,776.56



Monthly Newsletter - February 2010

Performance

As of February 28, 2010

Current Invested Balance	\$6,054,214,913.66
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	73 Days
Net Asset Value	1.000106
Total Number of Participants	704
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$935,123.29
Management Fee Collected	\$240,437.85
% of Portfolio Invested Beyond 1 Year	2.64%
Standard & Poor's Current Rating	AAAm

February Averages

Average Invested Balance	\$6,236,560,732.16
Average Monthly Yield, on a simple basis	0.1453%
Average Weighted Average Maturity (1)*	46 Days
Average Weighted Average Maturity (2)*	68 Days

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

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

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

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

New Participants

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

★ Coldspring Oakhurst CISD

★ Carrollton Farmers Branch ISD

News

Holiday Reminder - In observance of *Good Friday*, TexSTAR will be closed Friday, April 2, 2010. All ACH transactions initiated on Thursday, April 1st will settle on Monday, April 5th.

Conference - TexSTAR Representatives look forward to visiting with those of you attending the following event.
★ Arbitrage Rebate Conference (presented by FirstSouthwest), April 29-30, Grapevine

Economic Commentary

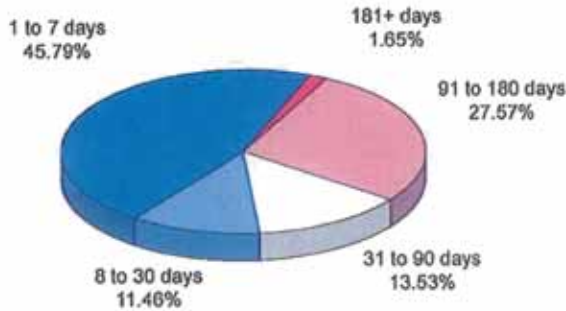
The trajectory of the recovery is roughly in line with themes from the previous several months: inventories are boosting GDP, hiring remains tepid although firing has abated, prices continue to decline in an environment of low resource utilization, and both supply and demand for credit remain low. Household balance sheets continue to make small improvements. However, the stabilization of the labor market is a necessary step to re-establish consumer confidence and ultimately generate sustainable final demand. The unemployment rate remains high at 9.7%, and non-farm payrolls have yet to report the 100,000-200,000 monthly job gains necessary to draw down the unemployment rate. Moreover, the duration of unemployment continues to extend and now exceeds 30 weeks on average. However, the increase in weekly hours worked per employee – which has risen to 33.3 hours from 30 hours in October – is tracing a path reminiscent of a “V-shaped” recovery. Moreover, temporary hiring and temporary hiring surveys continued to firm in January. Temporary jobs creation portends the beginning of general net hiring in the months ahead. Unemployment is likely to ease to 9.4% in the fourth quarter, following the recent improvements in temporary hiring and increased hours worked. Credit supply and demand are likely to remain weak as firms and households remain unwilling and unable to repeat the leverage and consumption seen in the previous decade. The Federal Reserve has made considerable effort in its recent minutes and testimonies to highlight that although many of its liquidity facilities are no longer needed to support the recovery, higher resource utilization, stronger inflation data and continued stable inflation expectations are needed before significant monetary tightening can occur. Although the Fed Funds target rate is the most well-known central bank policy instrument, it is likely that in 2010 the Fed will control the relative looseness of monetary policy via balance sheet management. The magnitude of current economic uncertainty is not lost on the Fed, and they continue to vigorously debate the implications of labor market slack and consumer price movements. Moreover they continue to closely monitor inflation expectations and the ways in which money is multiplied and credit is extended in the economy.

This information is an excerpt from an economic report dated February 2010 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

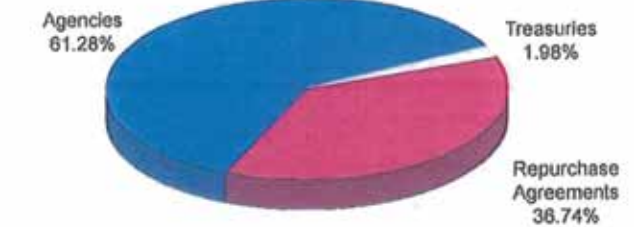
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

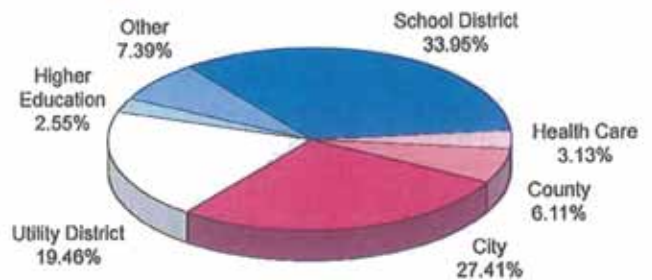
Portfolio by Type of Investment As of February 28, 2010



Distribution of Participants by Type As of February 28, 2010



Portfolio by Maturity As of February 28, 2010



Historical Program Information

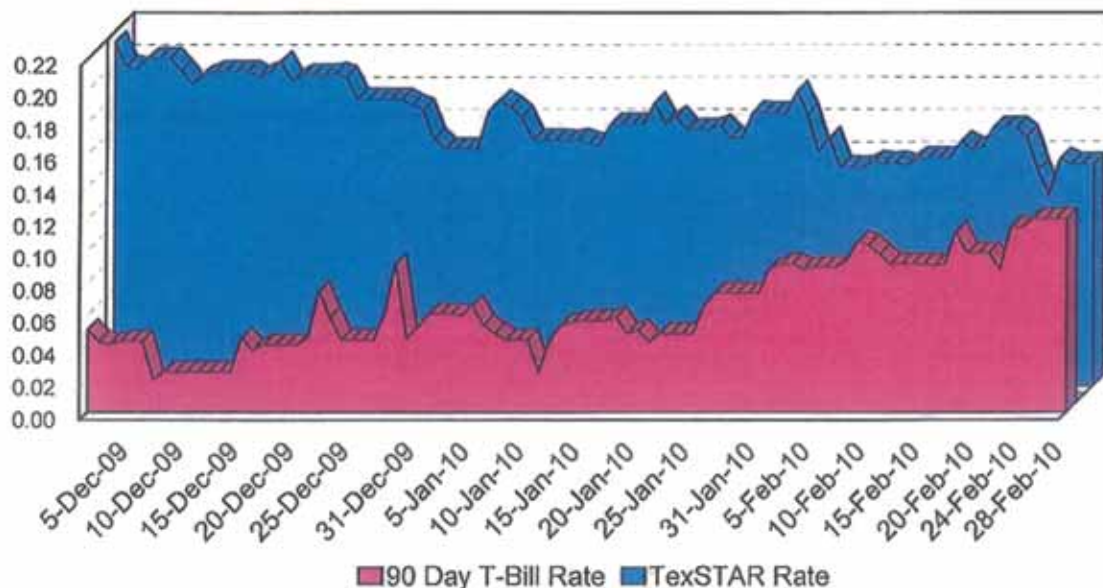
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 10	0.1453%	\$ 6,054,214,913.66	\$ 6,054,862,055.15	1.000106	46	68	704
Jan 10	0.1604%	5,840,134,270.14	5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701
Nov 09	0.1986%	5,098,729,406.85	5,100,566,153.33	1.000360	53	73	699
Oct 09	0.2095%	5,268,497,948.76	5,270,536,424.50	1.000384	49	71	696
Sep 09	0.2629%	5,340,224,912.87	5,342,464,587.80	1.000419	48	71	695
Aug 09	0.3089%	5,139,063,427.24	5,141,481,459.68	1.000470	49	75	693
Jul 09	0.3232%	5,376,443,555.63	5,378,994,696.96	1.000467	47	75	687
Jun 09	0.3693%	5,656,879,809.73	5,659,853,015.76	1.000525	47	76	684
May 09	0.4462%	5,532,083,366.30	5,535,302,549.55	1.000581	46	75	679
Apr 09	0.4984%	5,647,217,828.45	5,650,940,345.36	1.000659	50	79	677
Mar 09	0.5945%	5,660,835,069.45	5,663,620,225.62	1.000492	50	77	673
Feb 09	0.7053%	6,132,498,993.34	6,134,995,172.40	1.000402	48	72	670

Portfolio Asset Summary as of February 28, 2010

	Book Value	Market Value
Uninvested Balance	\$ 5,110.45	\$ 5,110.45
Accrual of Interest Income	674,914.48	674,914.48
Interest and Management Fees Payable	(1,010,005.73)	(1,010,005.73)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	2,224,262,000.00	2,224,262,000.00
Government Securities	3,830,282,894.46	3,830,930,035.95
Total	\$ 6,054,214,913.66	\$ 6,054,862,055.15

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for February 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
2/1/2010	0.1826%	0.000005004	\$6,004,921,599.80	1.000159	45	66
2/2/2010	0.1686%	0.000004619	\$6,173,220,837.47	1.000150	43	64
2/3/2010	0.1458%	0.000003994	\$6,296,598,894.68	1.000145	43	63
2/4/2010	0.1539%	0.000004216	\$6,341,829,660.43	1.000139	42	62
2/5/2010	0.1357%	0.000003719	\$6,305,344,262.42	1.000125	41	61
2/6/2010	0.1357%	0.000003719	\$6,305,344,262.42	1.000125	41	61
2/7/2010	0.1357%	0.000003719	\$6,305,344,262.42	1.000125	41	61
2/8/2010	0.1393%	0.000003817	\$6,328,914,511.07	1.000113	42	65
2/9/2010	0.1382%	0.000003785	\$6,424,771,591.09	1.000111	45	66
2/10/2010	0.1387%	0.000003800	\$6,462,855,011.65	1.000132	46	67
2/11/2010	0.1371%	0.000003757	\$6,375,817,614.62	1.000133	46	68
2/12/2010	0.1415%	0.000003876	\$6,276,738,095.59	1.000111	45	67
2/13/2010	0.1415%	0.000003876	\$6,276,738,095.59	1.000111	45	67
2/14/2010	0.1415%	0.000003876	\$6,276,738,095.59	1.000111	45	67
2/15/2010	0.1415%	0.000004246	\$6,276,738,095.59	1.000111	45	67
2/16/2010	0.1513%	0.000004146	\$6,252,180,946.95	1.000105	45	66
2/17/2010	0.1474%	0.000004039	\$6,248,216,773.87	1.000102	46	68
2/18/2010	0.1486%	0.000004072	\$6,210,324,737.60	1.000106	47	69
2/19/2010	0.1605%	0.000004396	\$6,191,030,718.12	1.000107	50	72
2/20/2010	0.1605%	0.000004396	\$6,191,030,718.12	1.000107	50	72
2/21/2010	0.1605%	0.000004396	\$6,191,030,718.12	1.000107	50	72
2/22/2010	0.1550%	0.000004246	\$6,190,862,471.50	1.000095	49	71
2/23/2010	0.1339%	0.000003669	\$6,212,061,529.76	1.000091	51	72
2/24/2010	0.1186%	0.000003248	\$6,179,290,361.64	1.000092	52	74
2/25/2010	0.1409%	0.000003861	\$6,163,111,893.62	1.000095	52	73
2/26/2010	0.1377%	0.000003773	\$6,054,214,913.66	1.000106	51	73
2/27/2010	0.1377%	0.000003773	\$6,054,214,913.66	1.000106	51	73
2/28/2010	0.1377%	0.000003773	\$6,054,214,913.66	1.000106	51	73

Average	0.1453%	0.000003980	\$6,236,560,732.16		46	68
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TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

William Chapman

Nell Lange

Melinda Garrett

Michael Bartolotta

Will Williams

Hardy Browder

Oscar Cardenas

Stephen Fortenberry

Monte Mercer

Len Santow

S. Renee Tidwell

Central Texas Regional Mobility Authority

City of Frisco

Houston ISD

First Southwest Company

JP Morgan Chase

City of Cedar Hill

Northside ISD

McKinney ISD

North Central TX Council of Government

Griggs & Santow

Tarrant County

Governing Board President

Governing Board Vice President

Governing Board Treasurer

Governing Board Secretary

Governing Board Asst. Sec./Treas.

Advisory Board

Advisory Board

Advisory Board

Advisory Board

Advisory Board

Advisory Board

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

FirstSouthwest 
A PlainsCapital Company.

J.P.Morgan
Asset Management

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

RESOLUTION NO. 10-36

Amendment of Investment Policy

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 46 Tex. Admin. Code § 26.1, *et. seq.* (the "RMA Rules"); and

WHEREAS, the prudent and legally permissible management and investment of CTRMA funds is the responsibility of the CTRMA Board of Directors and its designees; and

WHEREAS, CTRMA staff and consultants previously developed an investment policy (the "Investment Policy"), and the Investment Policy was approved by the Board of Directors in Resolution No. 05-04, dated January 5, 2005; and

WHEREAS, in Resolution No. 07-05, dated January 30, 2007, Resolution No. 07-75, dated December 7, 2007, Resolution No. 08-65, dated December 17, 2008, and Resolution No. 10-11, dated February 26, 2010, respectively, the Board of Directors reapproved the Investment Policy; and


WHEREAS, the CTRMA's Chief Financial Officer now recommends an amendment to the Investment Policy related to repurchase agreements.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors hereby approves the amendment to the CTRMA Investment Policy, attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the CTRMA Investment Policy 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 31st day of March, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-36
Date Passed: 03/31/10

ATTACHMENT "A"
To
Resolution No. 10-36
Amendment to Investment Policy

Central Texas Regional Mobility Authority

Investment Policy Revision

Section VII.A.3

Authorized and Suitable Investments-Allowable Investments

Current Policy

3. Repurchase Agreements, *including flexible Repurchase Agreements*, collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the Authority's investment and are pledged and held with the Authority's custodial bank or a third-party safekeeping agent approved by the Authority. Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of the Bond Market Association Public Securities Association Master Repurchase Agreement as approved by the CTRMA Board. An executed copy of this agreement must be on file before the Authority enters into any transactions with a repo counter-party.

Requested Change (Underlined)

3. **Repurchase Agreements, *including flexible Repurchase Agreements*, collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the Authority's investment and are pledged and held with the Authority's custodial bank or a third-party safekeeping agent approved by the Authority. Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of an Investment Repurchase Agreement under the guidelines of Chapter 2256, Section 2256.011 of the Texas Public Funds Investment Act, using the Bond Market Association Public Securities Association Master Repurchase Agreement as a general guide and with such changes thereto as are deemed in the best interest of the Authority. Such Agreement must be executed prior to entering into any transaction with a repo counter party.**