

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

RESOLUTION NO. 14-052

**AUTHORIZING A PROCUREMENT FOR MARKETING SERVICES FOR THE
MOPAC EXPRESS LANES INFORMATION CAMPAIGN**

WHEREAS, operation of the completed MoPac Improvement Project will bring the first tolled express lanes using variable tolls to Central Texas; and

WHEREAS, because the operating characteristics of an express lane with a variable toll are different than existing toll roads in Central Texas, the Mobility Authority needs to provide information to drivers who may use those express lanes to facilitate a smooth deployment of the express lanes when the MoPac Improvement Project opens; and

WHEREAS, the Executive Director recommends initiating a procurement to solicit marketing services for the MoPac Express Lanes Information Campaign.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is authorized and directed to procure marketing services for the MoPac Express Lanes Information Campaign in accordance with the procurement policies established by Chapter 4 of the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-052
Date Passed: 07/30/14

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

RESOLUTION NO. 14-053

**AUTHORIZING A PROCUREMENT FOR SERVICES RELATED TO
TRAFFIC SIGNALS, SIGNAGE, AND LIGHTING ON MOBILITY
AUTHORITY ROADWAYS.**

WHEREAS, to continue needed services to maintain and repair traffic signals, signage, and lighting as well as miscellaneous related services on Mobility Authority roadways, the Mobility Authority needs to procure a new contract for such services; and

WHEREAS, the Executive Director recommends that the Mobility Authority procure a contract to provide these services for Mobility Authority road corridors.

NOW THEREFORE, BE IT RESOLVED that the Executive Director is authorized and directed to procure a contract for services to maintain and repair traffic signals, signage, and lighting as well as miscellaneous related services on Mobility Authority roadways in accordance with the procurement policies established by Chapter 4 of the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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 14-053
Date Passed 07/30/14

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

RESOLUTION NO. 14-054

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JUNE 2014.

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

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

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

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

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


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-054
Date Passed: 7/30/2014

Attachment A

Financial Statements for June 2014

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	June 30, 2014	June 30, 2013
Assets		
Current Assets		
Cash in Regions Operating Account	539,024	773,079
Cash In TexSTAR	60,036	345,711
Regions Payroll Account	37,104	21,543
Restricted cash/cash equivalents		
Fidelity Government MMA	208,964,784	125,217,295
Restricted Cash-TexStar	11,709,070	23,657,818
Overpayment accounts	42,779	32,994
Total Cash and Cash Equivalents	221,352,797	150,048,440
Accounts Receivable	332,499	235,164
Due From Other Funds	520,815	214,060
Due From TTA	365,208	1,308,875
Due From NTTA	244,783	90,741
Due From HCTRA	245,324	229,783
Due From TxDOT	431,072	25,576,199
Due From Federal Government	0	0
Interest Receivable	114,013	216,923
Total Receivables	2,253,715	27,871,745
Short Term Investments		
Short Term Investments	53,934,074	96,537,752
Other Current Assets		
Prepaid Insurance	22,842	26,034
Total Current Assets	277,603,831	274,508,814
Construction Work In Process		
	67,905,410	301,319,123
Fixed Assets		
Computers(net)	81,525	20,340
Computer Software(net)	1,162,799	0
Furniture and Fixtures(net)	0	0
Equipment(net)	10,871	21,134
Autos and Trucks(net)	7,473	14,371
Buildings and Toll Facilities(net)	5,832,776	6,009,891
Highways and Bridges(net)	621,281,670	323,712,356
Communication Equipment(net)	572,003	768,118
Toll Equipment(net)	22,619,765	12,188,022
Signs(net)	11,763,747	8,791,517
Land Improvements(net)	13,069,807	3,814,884
Right of Way	85,152,004	46,458,304
Leasehold Improvements	168,191	71,337
Total Fixed Assets	761,722,633	401,870,274
Long Term Investments		
Other Assets		
Security Deposits	0	0
Intangible Assets	15,032,168	15,032,417
2005 Bond Insurance Costs	5,141,990	5,337,706
Total Assets	1,127,406,033	998,068,335

Liabilities

Current Liabilities

Accounts Payable	6,942,025	11,663,153
Overpayments	44,349	34,260
Salaries Payable	76,939	76,786
Interest Payable	19,924,481	16,489,704
Due to other Funds	520,815	214,060
Deferred Compensation Payable	0	0
TCDRS Payable	45,535	34,934
Medical Reimbursement Payable	0	0
Due to other Entities	462,291	465,504
FICA Payable		(0)
FICA MED Payable		0
Federal Withholding Payable		0
Due to State of Texas	0	(0)
Total Current Liabilities	43,760,091	28,978,401

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	189,089
Senior Lien Revenue Bonds 2005	0	0
Senior Lien Revenue Bonds 2010	108,127,115	104,661,359
Senior Lien Revenue Bonds 2011	307,980,943	307,258,700
Senior Refunding Bonds 2013	184,710,000	185,810,000
Sn Lien Rev Bnd Prem/Disc 2010	93,168	132,028
Sn Lien Rev Bnd Prem/Disc 2011	(3,577,246)	(3,718,622)
Sn Lien Rev Bnd Prem/Disc 2013	16,849,976	19,502,441
Subordinated Lien Bond 2011	70,000,000	70,000,000
Subordinated Refunding Bonds 2013	103,710,000	103,960,000
Sub Lien Bond 2011 Prem/Disc	(1,887,022)	(1,985,003)
Sub Lien Bond 2013 Prem/Disc	3,794,125	4,286,179
2011 Regions Draw Down Note	3,049,820	1,974,569
2013 American Bank Loan	5,300,000	5,300,000
Total Long Term Liabilities	798,339,967	797,370,740
Total Liabilities	842,100,057	826,349,141

Net Assets Section

Contributed Capital	21,597,060	18,334,846
Net Assets beginning	153,384,277	75,761,003
Current Year Operations	110,324,638	77,623,346
Total Net Assets	263,708,915	153,384,349

Total Liabilities and Net Assets

1,127,406,033

998,068,335

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

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
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Revenue

Operating Revenue

Toll Revenue-TxTag-Manor	1,188,228	2,761,377	232.39%	1,027,475
Toll Revenue-TxTag-183A	29,507,860	24,519,329	83.09%	22,123,788
Toll Revenue-HCTRA-183A	884,163	1,236,171	139.81%	978,990
Toll Revenue-HCTRA Manor	173,689	444,162	255.72%	128,233
Toll Revenue-NTTA-183A	580,498	995,933	171.57%	660,239
Toll Revenue-NTTA-Manor	77,633	126,065	162.39%	36,256
Video Tolls 183A	4,243,980	6,173,588	145.47%	4,953,088
Video Tolls Manor Expressway	452,664	784,849	173.38%	273,066
Fee revenue 183A	1,661,750	2,378,799	143.15%	1,810,913
Fee revenue Manor Expressway	179,820	547,858	304.67%	167,109

Total Operating Revenue	38,950,285	39,968,131	102.61%	32,159,156
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Other Revenue

Interest Income	180,000	200,226	111.24%	230,171
Grant Revenue	1,236,000	112,225,641	9080%	92,205,336
Reimbursed Expenditures	-	-	0.00%	34,774
Misc Revenue	92,500	2,907,434	3143%	378,310
Unrealized Loss	-	-	0.00%	42,708

Total Other Revenue	1,508,500	115,333,301	7646%	92,891,299
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Total Revenue	\$ 40,458,785	\$ 155,301,432	383.85%	\$ 125,050,455
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Expenses

Salaries and Wages

Salary Expense-Regular	2,185,005	1,931,733	88.41%	1,833,681
Part Time Salary Expense	12,000	-	0.00%	480
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	-	0.00%	1,202
TCDRS	317,550	268,726	84.62%	250,446
FICA	102,241	82,821	81.01%	78,784
FICA MED	31,900	28,152	88.25%	26,572
Health Insurance Expense	193,060	174,261	90.26%	174,106
Life Insurance Expense	5,874	2,550	43.41%	3,605

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
Auto Allowance Expense	10,200	5,100	50.00%	-
Other Benefits	190,261	88,478	46.50%	82,905
Unemployment Taxes	12,960	4,074	31.44%	(15)
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,119,051	2,585,895	82.91%	2,451,765
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	9,546	79.55%	9,153
Auditing	65,000	54,675	84.12%	47,570
Communications Consultant	-	3,000	-	-
Engineering	-	-	0.00%	346
General Engineering Consultant	460,000	13,454	2.92%	89,646
GEC-Trust Indenture Support	75,000	110,102	146.80%	87,480
GEC-Financial Planning Support	50,000	50,021	100.04%	53,266
GEC-Toll Ops Support	5,000	879	17.59%	8,632
GEC-Roadway Ops Support	325,000	378,810	116.56%	377,763
GEC-Technology Support	50,000	98,639	197.28%	49,766
GEC-Public Information Support	10,000	461	4.61%	7,673
GEC-General Support	275,000	297,183	108.07%	267,727
General System Consultant	175,000	137,392	78.51%	19,317
Image Processing - 183A	1,140,000	1,182,381	103.72%	1,118,450
Image Processing - Manor	120,000	319,603	266.34%	33,653
Facility maintenance	-	6,104	-	15,517
HERO	1,629,000	1,247,041	76.55%	1,271,959
Special Projects	-	526,372	-	109,899
Human Resources	50,000	7,110	14.22%	36,334
Legal	250,000	208,326	83.33%	358,161
Photography	10,000	9,146	91.46%	-
Traffic and Revenue Consultant	5,000	56,103	1122%	22,324
Communications and Marketing	-	-	0.00%	279,900
Total Professional Services	4,706,000	4,716,351	100.22%	4,264,537
<u>Other Contractual Services</u>				
IT Services	63,000	46,430	73.70%	40,806

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

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
Graphic Design Services	40,000	20,271	50.68%	11,070
Website Maintenance	35,000	45,850	131.00%	2,929
Research Services	50,000	9,301	18.60%	3,154
Copy Machine	10,000	10,768	107.68%	7,661
Software Licenses	17,200	18,958	110.22%	19,968
ETC Maintenance Contract	1,291,625	1,267,863	98.16%	1,047,738
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	271,567	193.98%	204
Advertising Expense	60,000	46,819	78.03%	70,242
Direct Mail	5,000	355	7.10%	757
Video Production	20,000	6,704	33.52%	20,920
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	259,839	103.94%	173,181
Special assignments	5,000	-	0.00%	-
Traffic Management	-	-	0.00%	42,823
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	20,000	5,590	27.95%	-
Generator Fuel	9,000	2,360	26.22%	-
Fire and Burglar Alarm	3,660	539	14.74%	114
Elevator Maintenance	2,640	3,037	115.03%	-
Refuse	780	574	73.56%	-
Pest Control	1,536	3,540	230.47%	-
Custodial	4,440	1,860	41.89%	-
Roadway Maintenance - 183A	750,000	545,646	72.75%	443,650
Roadway Maintenance - 290	-	34,574		-
Landscape Maintenance	250,000	107,453	42.98%	191,632
Signal & Illumination Maint	-	194,999		46,743
Mowing and litter control	-	-	0.00%	40,806
Graffiti removal	-	-	0.00%	225
Cell Phones	10,000	12,409	124.09%	9,684
Local Telephone Service	25,000	15,278	61.11%	14,628
Internet	6,000	1,098	18.30%	-
Fiber Optic System	30,000	83,014	276.71%	43,869
Other Communication Expenses	1,000	5,110	511.00%	127
Subscriptions	1,850	1,588	85.82%	1,038

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

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
Memberships	34,600	32,142	92.89%	28,625
Continuing Education	7,300	596	8.16%	6,178
Professional Development	14,000	501	3.58%	260
Seminars and Conferences	32,000	24,617	76.93%	21,544
Staff-Travel	89,000	76,828	86.32%	65,439
Other Contractual Svcs	200	-	0.00%	-
Tag Collection Fees	2,013,000	2,004,465	99.58%	1,505,249
Court Enforcement Costs	15,000	11,150	74.33%	-
Contractual Contingencies	130,500	34,114	26.14%	1,548
Total Other Contractual Services	5,615,831	5,207,805	92.73%	3,862,812
Total Contractual Services	10,321,831	9,924,157	96.15%	8,127,349
Materials and Supplies				
Books & Publications	6,500	2,249	34.61%	4,573
Office Supplies	10,000	18,683	186.83%	5,494
Computer Supplies	12,500	12,338	98.70%	12,988
Copy Supplies	2,200	1,275	57.93%	1,387
Annual Report printing	7,000	968	13.83%	5,534
Other Reports-Printing	10,000	4,689	46.89%	3,408
Direct Mail Printing	5,000	8,343	166.86%	-
Office Supplies-Printed	2,500	893	35.70%	4,595
Maintenance Supplies	-	400	-	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	2,214	22.14%	4,827
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	20,988	69.96%	-
Tools & Equipment Expense	1,000	43	4.29%	-
Misc Materials & Supplies	3,000	1,122	37.39%	288
Total Materials and Supplies	113,875	74,202	65.16%	43,094
Operating Expenses				
Gasoline	5,500	3,073	55.88%	3,412
Mileage Reimbursement	6,750	6,931	102.69%	5,722
Toll Tag Expense	2,700	499	18.48%	1,783

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

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
Parking	3,175	2,696	84.92%	32,526
Meeting Facilities	250	-	0.00%	-
CommunityMeeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,300	8,675	50.14%	9,775
Public Notices	2,000	100	5.00%	-
Postage Expense	5,650	606	10.72%	473
Overnight Delivery Services	1,700	282	16.62%	307
Local Delivery Services	1,150	324	28.14%	12
Insurance Expense	90,000	96,825	107.58%	67,099
Repair & Maintenance-General	500	2,032	406.46%	956
Repair & Maintenance-Vehicles	500	1,052	210.34%	237
Repair & Maintenance Toll Equip	5,000	170	3.40%	400
Rent Expense	400,000	318,175	79.54%	200,908
Water	7,500	5,286	70.47%	5,926
Electricity	180,000	104,270	57.93%	74,132
Other Licenses	700	746	106.64%	729
Community Initiative Grants	65,000	55,000	84.62%	50,000
Non Cash Operating Expenses				
Amortization Expense	25,000	117,347	469.39%	264,757
Amort Expense - Refund Savings	-	1,027,860		128,482
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	11,909
Dep Expense - Equipment	17,000	20,313	119.49%	17,834
Dep Expense - Autos & Trucks	7,000	6,898	98.55%	6,898
Dep Expense-Buildng & Toll Fac	100,000	177,115	177.11%	168,575
Dep Expense-Highways & Bridges	9,000,000	9,654,977	107.28%	7,640,140
Dep Expense-Communic Equip	175,000	196,115	112.07%	183,325
Dep Expense-Toll Equipment	986,000	1,646,173	166.95%	995,496
Dep Expense - Signs	175,000	249,402	142.52%	150,873
Dep Expense-Land Improvemts	160,000	557,901	348.69%	150,668
Depreciation Expense-Computers	11,000	26,257	238.70%	11,309
Total Operating Expenses	11,470,375	14,287,099	124.56%	10,184,665
Financing Expenses				
Arbitrage Rebate Calculation	6,000	6,630	110.50%	5,605
Loan Fee Expense	5,000	-	0.00%	5,000

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

Account Name	Budget Amount FY 2014	Actual Year to Date 6/30/2014	Percent of Budget	Actual Prior Year to Date 6/30/2013
Rating Agency Expense	50,000	37,000	74.00%	40,300
Trustee Fees	8,000	19,470	243.38%	6,500
Bank Fee Expense	8,000	5,354	66.93%	9,286
Continuing Disclosure	4,000	7,623	190.56%	-
Interest Expense	20,796,755	17,811,535	85.65%	22,573,480
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	400,000	217,829	54.46%	3,948,032
Total Financing Expenses	21,292,755	18,105,441	85.03%	26,588,203
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 46,317,887	\$ 44,976,794	97.10%	\$ 47,395,077
Net Income	\$ (5,859,102)	\$ 110,324,638		\$ 77,655,378

INVESTMENTS by FUND

		Balance June 30, 2014		
Renewal & Replacement Fund				
TexSTAR	2,911,422.14		TexSTAR	11,769,105.39
Regions Sweep	587,799.73		CD's	5,000,000.00
Agencies		3,499,221.87	Regions Sweep	193,286,098.78
			Agencies	48,934,074.34
TxDOT Grant Fund				
TexSTAR	82,189.69			
Regions Sweep	3,669,029.45			
CD's				
Agencies	5,734,759.15	9,485,978.29		\$ 258,989,278.51
Senior Debt Service Reserve Fund				
TexSTAR	589,997.35			
Regions Sweep	14,581,495.29			
Agencies	33,062,805.26	48,234,297.90		
2010 Senior Lien DSF				
Regions Sweep	1,792,469.20			
TexSTAR	-	1,792,469.20		
2011 Debt Service Acct				
Regions Sweep	8,949,603.87	8,949,603.87		
2013 Sr Debt Service Acct				
Regions Sweep	5,387,353.33	5,387,353.33		
2013 Sub Debt Serrvice Account				
Regions Sweep	3,178,586.05	3,178,586.05		
2010 Senior Lien DSRF				
Regions Sweep	-	-		
2011 Sub Debt DSRF				
Regions Sweep	2,025,263.81			
CD's	5,000,000.00	7,025,263.81		
2011 Sub DSF				
Regions Sweep	2,363,365.84	2,363,365.84		
Operating Fund				
TexSTAR	60,035.78			
TexSTAR-Trustee	3,169,072.76			
Regions Sweep	-	3,229,108.54		
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	2,212,870.18	2,212,871.18		
General Fund				
TexSTAR	53.78			
Regions Sweep	12,498,522.10			
Agencies	5,011,226.83	17,509,802.71		
2013 Sub Debt Service Reserve Fund				
Regions Sweep	3,279,220.52			
Agencies	5,125,283.10	8,404,503.62		
MoPac Construction Fund				
Regions Sweep	78,319,497.05	78,319,497.05		
2010-1 Sub Lien Projects Fund				
TexSTAR	785,538.35			
Regions Sweep	-	785,538.35		
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	181,751.05	181,752.24		
2011 Sub Debt Project fund				
TexSTAR	4,170,673.69			
Agencies				
Regions Sweep	32,874,887.19	37,045,560.88		
2011 Sr Financial Assistance Fund				
Regions Sweep	18,585,499.93	18,585,499.93		
2011 Senior Lien Project Fund				
TexSTAR	119.66			
Regions Sweep	298,849.94			
Agencies		298,969.60		
45SW Trust Account Travis County				
Regions Sweep	2,500,034.25	2,500,034.25		
		<u>\$ 258,989,278.51</u>		

CTRMA INVESTMENT REPORT

	Month Ending 6/30/14					Rate Jun 14	
	Balance 6/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 6/30/2014
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,563.43			110.26		4,170,673.69	0.035%
2011 Senior Lien Construction Fund	119.66					119.66	0.035%
2010 Senior Lien Construction Fund	1.19					1.19	0.035%
2010-1 Sub Lien Projects General Fund	792,775.43 53.78			20.88	7,257.96	785,538.35 53.78	0.035% 0.035%
Trustee Operating Fund	3,068,987.51	1,100,000.00		85.25	1,000,000.00	3,169,072.76	0.035%
Renewal and Replacement	2,911,345.18			76.96		2,911,422.14	0.035%
TxDOT Grant Fund	82,187.52			2.17		82,189.69	0.035%
Revenue Fund	1.00					1.00	0.035%
Senior Lien Debt Service Reserve Fund	589,981.73			15.62		589,997.35	0.035%
	11,616,016.43	1,100,000.00		311.14	1,007,257.96	11,709,069.61	
Amount in TexStar Operating Fund	560,033.41	1,000,000.00		2.37	1,500,000.00	60,035.78	0.035%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
45SW Trust Account Travis County	0.00	2,500,000.00		34.25		2,500,034.25	0.100%
2010 Senior Lien Project Acct	125,824.57	55,915.79		10.69		181,751.05	0.100%
2010-1 Sub Lien Projects Fund	0.00	7,257.96			7,257.96	0.00	0.100%
2011 Sub Lien Project Acct	33,371,428.05			2,834.29	499,375.15	32,874,887.19	0.100%
2011 Senior Lien Project Acct	298,612.19			237.75		298,849.94	0.100%
2011 Sr Financial Assistance Fund	7,859,832.38	10,725,000.00		667.55		18,585,499.93	0.100%
2010 Senior DSF	1,493,762.12	298,591.67		115.41		1,792,469.20	0.100%
2011 Senior Lien Debt Service Acct	8,892,255.42	56,593.91		754.54		8,949,603.87	0.100%
2011 Sub Debt Service Fund	2,362,714.04	451.13		200.67		2,363,365.84	0.100%
2013 Senior Lien Debt Service Acct	4,489,593.94	897,412.50		346.89		5,387,353.33	0.100%
2013 Subordinate Debt Service Acct	2,648,906.38	529,475.00		204.67		3,178,586.05	0.100%
2011 Sr Cap I Fund	38,580.07			3.28	38,583.35	0.00	0.100%
2011 Sub Debt CAP I	451.09			0.04	451.13	0.00	0.100%
TxDOT Grant Fund	3,668,717.86			311.59		3,669,029.45	0.100%
Renewal and Replacement	600,199.59			50.98	12,450.84	587,799.73	0.100%
Revenue Fund	1,636,524.61	4,482,227.05		152.10	3,906,033.58	2,212,870.18	0.100%
General Fund	12,103,625.31	1,602,887.76		1,010.40	1,209,001.37	12,498,522.10	0.100%
2011 Sub Debt Service Reserve Fund	2,025,091.82			171.99		2,025,263.81	0.100%
Senior Lien Debt Service Reserve Fund	14,505,263.34			76,231.95		14,581,495.29	0.100%
2013 Sub Debt Service Reserve Fund	3,278,942.03			278.49		3,279,220.52	0.100%

CTRMA INVESTMENT REPORT

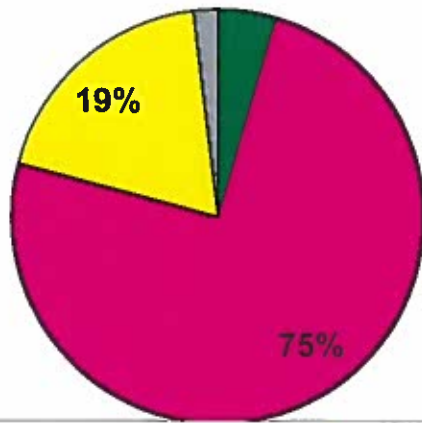
		Month Ending 6/30/14				
	Balance 6/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 6/30/2014
MoPac Managed Lane Construction Fund	67,632,786.32	16,500,000.00		5,838.91	5,819,128.18	78,319,497.05
	167,033,111.13	38,755,812.77	0.00	89,456.44	12,592,281.56	193,286,098.78
Amount In Fed Agencies and Treasuries						
Amortized Principal	48,958,438.14		(24,363.80)			48,934,074.34
Accrued Interest				39,285.00		
	48,958,438.14	0.00	(24,363.80)		0.00	48,934,074.34
Certificates of Deposit						
	5,000,000.00					5,000,000.00
Total in Pools	12,176,049.84	2,100,000.00		313.51	2,507,257.96	11,769,105.39
Total in Money Market	167,033,111.13	38,755,812.77		89,456.44	12,592,281.56	193,286,098.78
Total in Fed Agencies	48,958,438.14	0.00	(24,363.80)		0.00	48,934,074.34
Total Invested	233,167,599.11	40,855,812.77	(24,363.80)	89,769.95	15,099,539.52	258,989,278.51

Rate
Jun 14
0.100%

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

William Chapman, CFO Cindy Demers, Controller

Allocation of Funds 4%



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

Amount of investments As of June 30, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,008,596.39	4,009,960.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,002,630.44	1,003,150.00	0.0028%	1/9/2014	5/29/2015	General
Freddie Mac	3137EADD8	1,004,940.00	1,001,646.67	1,002,880.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,015,386.67	1,017,180.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,013,818.18	1,014,850.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,447.27		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,702,460.36	2,707,776.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,008,852.84	8,009,840.00	0.2150%	2/8/2013	8/28/2014	Senior DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,054,355.50	12,060,360.00	0.2646%	2/8/2013	12/12/2014	Senior DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,996,770.00	8,001,920.00	0.4750%	1/28/2014	1/28/2016	Senior DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,002,826.92	5,008,500.00	0.0468%	1/23/2014	3/1/2016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,125,283.10	5,128,932.48	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			48,934,074.34	48,965,348.48				

Agency	CUSIP #	COST	Cumulative Amortization	6/30/2014		Interest Income June 30, 2014		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home Loan Bank	313378LX7	4,013,754.20	5,157.81	4,008,596.39	4,000,000.00	1,766.67	(859.64)	907.03
Federal Home Loan Bank	313378M57	1,004,065.22	1,434.78	1,002,630.44	1,000,000.00	475.00	(239.13)	235.87
Freddie Mac	3137EADD8	1,004,940.00	3,293.33	1,001,646.67	1,000,000.00	416.67	(164.67)	252.00
Northside ISD	66702RAG7	1,057,700.00	42,313.33	1,015,386.67	1,000,000.00	2,500.00	(1,923.33)	576.67
Federal Home Loan Bank	313371KG0	1,019,000.00	5,181.82	1,013,818.18	1,000,000.00	1,208.33	(863.64)	344.69
Fannie Mae	3135G0QB2	1,001,990.00	542.73	1,001,447.27	1,000,000.00	416.67	(90.45)	326.22
Fannie Mae	3135G0QB2	1,703,383.00	922.64	1,702,460.36	1,700,000.00	708.33	(153.77)	554.56
Fannie Mae	3135G0BY8	8,081,952.00	73,099.16	8,008,852.84	8,000,000.00	5,833.33	(4,426.43)	1,406.90
Federal Home Loan Bank	313371W51	12,217,422.00	163,066.50	12,054,355.50	12,000,000.00	12,500.00	(9,059.25)	3,440.75
Federal Home Loan Bank	3134G4T57	7,995,920.00	850.00	7,996,770.00	8,000,000.00	3,000.00	170.00	3,170.00
Fannie Mae	3135G0VA8	5,003,500.00	673.08	5,002,826.92	5,000,000.00	2,083.33	(134.62)	1,948.71
Federal Home Loan Bank	31398A3T7	5,164,996.34	39,713.24	5,125,283.10	5,026,000.00	8,376.67	(6,618.87)	1,757.80
		49,268,622.76	336,248.42	48,934,074.34	48,726,000.00	39,285.00	(24,363.80)	14,921.20

June 30, 2014 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	June 30, 2014	
						Interest	FUND
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013	2/5/2015	\$ 1,458.33	2011 Sub DSRF
		<u>5,000,000</u>				<u>\$ 1,458.33</u>	

Travis County Escrow account				
Balance		Accrued		Balance
6/1/2014	Additions	Interest	Withdrawals	6/30/2014
\$15,743,039.15		\$ 750.92	\$ 65,105.16	\$ 15,678,684.91



Monthly Newsletter - June 2014

Performance

As of June 30, 2014

Current Invested Balance	\$4,682,201,994.16
Weighted Average Maturity (1)	56 Days
Weighted Average Maturity (2)	84 Days
Net Asset Value	1.000038
Total Number of Participants	788
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$349,405.62
Management Fee Collected	\$212,708.71
% of Portfolio Invested Beyond 1 Year	4.72%
Standard & Poor's Current Rating	AAAm

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

June Averages

Average Invested Balance	\$5,175,770,526.01
Average Monthly Yield, on a simple basis	0.0322%
Average Weighted Average Maturity (1)*	50 Days
Average Weighted Average Maturity (2)*	76 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 June 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.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in June:

★ City of Celina

★ Town of Trophy Club

Internet System Upgrade

Internet security is top of mind for any organization that provides internet access and continual review is necessary to keep up with the rapidly changing pace of technology. As a result of our ongoing efforts in this area, the TexSTAR website is migrating from Single Factor Authentication to SiteMinder Utility Multifactor Authentication (MFA) to enhance system security by introducing secondary authentication (security questions and device recognition) and enhancing participant access to password reset and other authentication-related self-service pages. When you log on to the TexSTAR internet transaction system on or after Monday, July 20th, you will be prompted to go through the process to establish your security questions. We are pleased to introduce this system upgrade as we strive to provide the highest level of services to our TexSTAR participants. Please watch your email this month for more information.

Economic Commentary

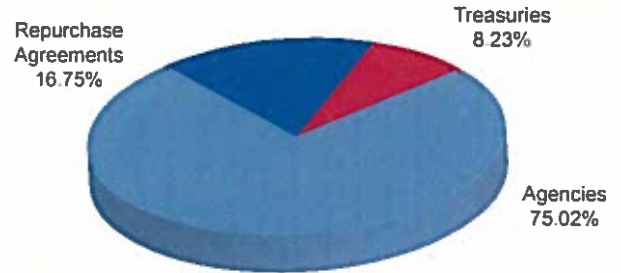
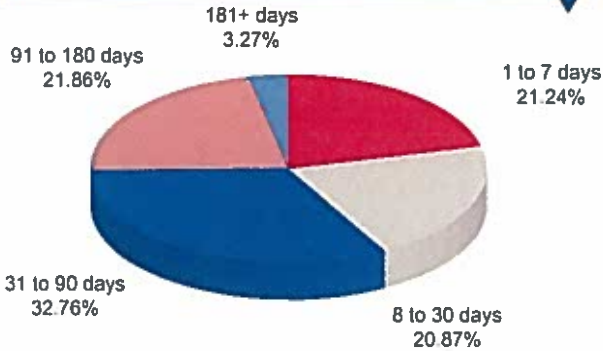
Fixed income, equities and commodities all performed well in the second quarter. This was primarily driven by the accommodative stance of central banks, which have maintained or eased their policies in an environment of low growth, low inflation and low volatility. In the U.S., the Federal Open Market Committee (FOMC) met twice in the second quarter, and largely confirmed market expectations, reducing asset purchases by \$10 billion at each meeting to \$35 billion beginning in July. The FOMC also revised their economic and rate expectations, downgrading 2014 GDP projections after a poor first quarter, shifting their unemployment rate forecast lower and marginally raising their inflation projections. Chairwoman Janet Yellen confirmed the Fed's commitment to maintaining low rates for as long as needed to support economic growth. However, policymakers including Chairwoman Yellen, have warned investors not to become complacent about the current low volatility environment as policy renormalizes once growth improves further. Data released in the second quarter was stronger than the first quarter. Labor markets continued to show steady improvement, inflation appeared to have bottomed, and housing data rebounded after a soft six months. It is believed the Fed will provide the necessary liquidity to allow the economy to expand until it sees broader housing strength and/or material wage inflation, as it recognizes the potential risk of its first increase in the fed funds rate in over seven years. The sequencing of Fed policy normalization now appears to involve the continued reinvestment of principal and interest on its existing mortgage holdings and a more nuanced management of its lending rates, through interest on excess reserves, and its reverse repo facility.

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

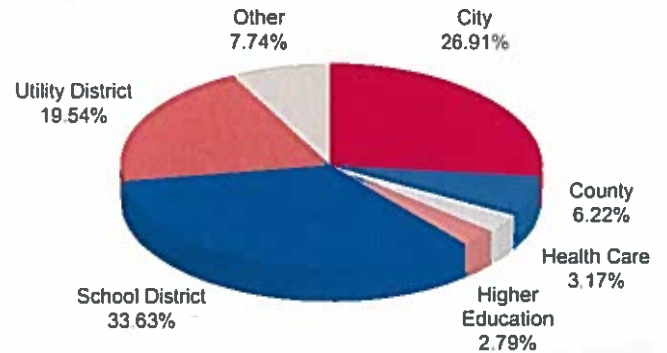
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of June 30, 2014



Portfolio by Maturity As of June 30, 2014



Distribution of Participants by Type As of June 30, 2014

Historical Program Information

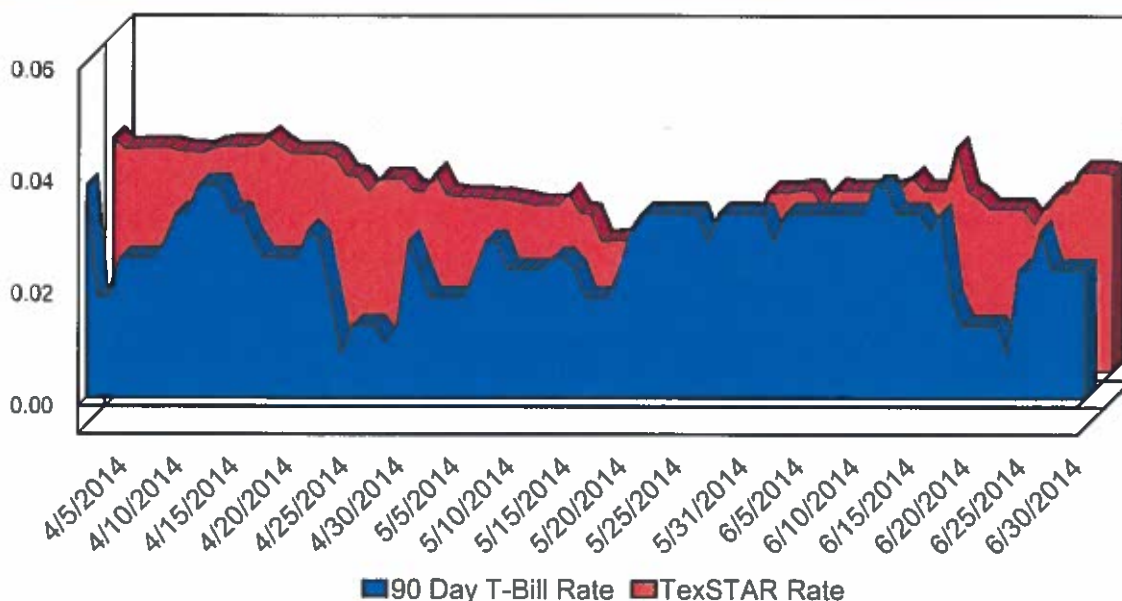
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 14	0.0322%	\$4,682,201,994.16	\$4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784
Mar 14	0.0400%	5,447,221,784.71	5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776

Portfolio Asset Summary as of June 30, 2014

	Book Value	Market Value
Uninvested Balance	\$ 368.80	\$ 368.80
Accrual of Interest Income	1,542,915.18	1,542,915.18
Interest and Management Fees Payable	(465,686.31)	(465,686.31)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	784,233,000.00	784,233,000.00
Government Securities	3,896,891,396.49	3,897,071,257.47
Total	\$ 4,682,201,994.16	\$ 4,682,381,855.14

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

Daily Summary for June 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2014	0.0320%	0.000000876	\$5,188,136,060.86	1.000034	51	77
6/2/2014	0.0324%	0.000000887	\$5,190,358,123.28	1.000028	51	77
6/3/2014	0.0323%	0.000000886	\$5,213,771,614.67	1.000027	51	77
6/4/2014	0.0290%	0.000000794	\$5,123,026,893.18	1.000025	51	78
6/5/2014	0.0326%	0.000000892	\$5,179,585,795.13	1.000026	50	77
6/6/2014	0.0322%	0.000000882	\$5,180,121,707.91	1.000027	48	74
6/7/2014	0.0322%	0.000000882	\$5,180,121,707.91	1.000027	48	74
6/8/2014	0.0322%	0.000000882	\$5,180,121,707.91	1.000027	48	74
6/9/2014	0.0322%	0.000000882	\$5,142,084,002.90	1.000026	48	74
6/10/2014	0.0322%	0.000000882	\$5,170,410,652.35	1.000026	48	74
6/11/2014	0.0328%	0.000000899	\$5,157,885,024.42	1.000041	48	73
6/12/2014	0.0347%	0.000000950	\$5,119,529,240.31	1.000032	51	78
6/13/2014	0.0323%	0.000000885	\$5,180,066,773.38	1.000028	49	76
6/14/2014	0.0323%	0.000000885	\$5,180,066,773.38	1.000028	49	76
6/15/2014	0.0323%	0.000000885	\$5,180,066,773.38	1.000028	49	76
6/16/2014	0.0400%	0.000001095	\$5,317,210,943.53	1.000024	47	74
6/17/2014	0.0321%	0.000000880	\$5,315,117,686.38	1.000023	48	74
6/18/2014	0.0309%	0.000000847	\$5,325,313,635.18	1.000019	49	75
6/19/2014	0.0290%	0.000000794	\$5,328,758,398.39	1.000032	48	74
6/20/2014	0.0290%	0.000000794	\$5,289,808,735.32	1.000031	47	73
6/21/2014	0.0290%	0.000000794	\$5,289,808,735.32	1.000031	47	73
6/22/2014	0.0290%	0.000000794	\$5,289,808,735.32	1.000031	47	73
6/23/2014	0.0264%	0.000000722	\$5,320,635,163.17	1.000028	46	71
6/24/2014	0.0297%	0.000000815	\$5,232,252,152.65	1.000034	53	79
6/25/2014	0.0319%	0.000000874	\$5,214,853,271.22	1.000032	53	79
6/26/2014	0.0319%	0.000000875	\$5,127,371,829.43	1.000036	54	80
6/27/2014	0.0357%	0.000000978	\$4,991,540,549.72	1.000034	53	80
6/28/2014	0.0357%	0.000000978	\$4,991,540,549.72	1.000034	53	80
6/29/2014	0.0357%	0.000000978	\$4,991,540,549.72	1.000034	53	80
6/30/2014	0.0353%	0.000000968	\$4,682,201,994.16	1.000038	56	84
Average	0.0322%	0.000000881	\$5,175,770,526.01		50	76

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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

FirstSouthwest 

J.P.Morgan
Asset Management

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

RESOLUTION NO. 14-055

**APPROVING AN AMENDMENT TO THE CONTRACT
WITH CDM SMITH INC. FOR TRAFFIC AND REVENUE STUDIES
ON MOBILITY AUTHORITY TOLL PROJECTS.**

WHEREAS, CDM Smith Inc. provides traffic and revenue studies to the Mobility Authority under that certain "Agreement for Traffic and Revenue Engineering Services" executed to be effective August 1, 2009 (the "Agreement"); and

WHEREAS, by its terms, the Agreement will terminate on July 31, 2014; and

WHEREAS, the Executive Director recommends extending the agreement with CDM Smith Inc. to provide traffic and revenue engineering services as may be requested from time-to-time by the Mobility Authority by executing the amendment in the form or substantially in the form set forth in the attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed amendment and authorizes the Executive Director to execute on behalf of the Mobility Authority the amendment in the form or substantially in the form of the "2014 Amendment" attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-055
Date Passed: 7/30/14

EXHIBIT 1 TO RESOLUTION 14-055

AMENDMENT TO AGREEMENT WITH CDM SMITH INC.

**2014 Amendment
to the
Traffic and Revenue Engineering Services Agreement**

This 2014 Amendment to the "Agreement for Traffic and Revenue Engineering Services" by and between the Central Texas Regional Mobility Authority (the "CTRMA" or "Authority") and CDM Smith Inc., a Massachusetts corporation, as successor in interest to Wilbur Smith Associates Inc. (the "Consultant") effective August 1, 2009 (the "Agreement") is executed to be effective on the 30th day of July, 2014.

The Authority and Consultant hereby agree as follows:

Article 4 is amended to read in its entirety as follows:

ARTICLE 4. TERM OF PERFORMANCE

This Agreement shall remain in full force and effect until terminated under this Article 4 or as provided in another Article of this Agreement.

The CTRMA or the Consultant may terminate this Agreement by providing a written notice of termination no later than 120 days before the effective termination date established by that written notice.

If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

The parties are signing this amendment to be effective on the date stated in the introductory clause.

CENTRAL TEXAS REGIONAL
AUTHORITY

CDM SMITH INC.

Mike Heiligenstein,
Executive Director

Sean Tenney
Vice President

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

RESOLUTION NO. 14-056

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO
THE ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE BERGSTROM EXPRESSWAY PROJECT.**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) is empowered to study and develop potential transportation projects; and

WHEREAS, the Mobility Authority is considering a transportation project on U.S. Highway 183 South, commonly referred to as the Bergstrom Expressway Project (the “Project”); and

WHEREAS, the Board of Directors passed Resolution No. 13-066 on October 30, 2013, approving an advance funding agreement with the Texas Department of Transportation for the Bergstrom Expressway; and

WHEREAS, additional funding is needed for the Project and is available from the Texas Department of Transportation by amending the existing advance funding agreement; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the advance funding agreement in the form or substantially in the form attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the amendment, and authorizes the Executive Director to finalize and execute the amendment to the advance funding agreement in the form or substantially in the form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-056
Date Passed: 7/30/14

Exhibit 1

Amendment to Advance Funding Agreement for Bergstrom Expressway

[on the following 6 pages]

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on February 6 of 2014 to effectuate their agreement to complete a highway improvement generally described as construct main lanes (Toll) and frontage roads; and,

WHEREAS, it has become necessary to update the Federal and State provisions and requirement; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Under Agreement: Article 3. Local Project Sources and Uses of Funds

3.F is deleted in its entirety and replaced with the following:

Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

3.L is deleted in its entirety and replaced with the following:

If the Project has been approved for a "fixed price" or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the periodic payment schedule.

Article 24, Disadvantaged Business Enterprise (DBE) Program Requirements, Article 25, Debarment Certifications, Article 28, Federal Funding Accountability and Transparency Act Requirements and Article 29, Single Audit Report is deleted in their entirety and replaced with the following:

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Attachment C, Project Budget is deleted in its entirety and replaced with Attachment C-1, Project Budget, contained herein. The Federal and State Participation is updated.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Mike Heiligenstein

Typed or Printed Name

Executive Director

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Interim Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0151-09-036, 0151-09-127,
0265-01-080
District # 14 - AUS
Code Chart 64 #60432
Project: US 183S Bergstrom
Expressway
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT C-1
PROJECT BUDGET**

Costs will be allocated based on 100% Federal funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

0151-09-036							
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$7,638,240	100%	\$7,638,240	0%	\$0	0%	\$0
Environmental Support (by LG)	\$87,360	100%	\$87,360	0%	\$0	0%	\$0
Utility (by LG)	\$1,692,000	100%	\$1,692,000	0%	\$0	0%	\$0
Right of Way (by LG)	\$292,800	100%	\$292,800	0%	\$0	0%	\$0
Subtotal	\$9,710,400		\$9,710,400		\$0		\$0
Direct State Costs for PE	\$152,765	0%	\$0	100%	\$152,765	0%	\$0
Direct State Costs for ENV	\$76,382	0%	\$0	100%	\$76,382	0%	\$0
Direct State Costs for UTIL	\$76,382	0%	\$0	100%	\$76,382	0%	\$0
Direct State Costs for ROW	\$76,382	0%	\$0	100%	\$76,382	0%	\$0
Indirect State Costs (4.83%)	\$368,927	0%	\$0	100%	\$368,927	0%	\$0
Subtotal	\$750,839		0%		\$750,839		\$0
TOTAL CSJ 0151-09-036	\$10,461,239		\$9,710,400		\$750,839		\$0
0151-09-127							
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$5,092,160	100%	\$5,092,160	0%	\$0	0%	\$0
Environmental Support (by LG)	\$58,240	100%	\$58,240	0%	\$0	0%	\$0
Utility (by LG)	\$1,128,000	100%	\$1,128,000	0%	\$0	0%	\$0
Right of Way (by LG)	\$195,200	100%	\$195,200	0%	\$0	0%	\$0
Subtotal	\$6,473,600		\$6,473,600		\$0		\$0
Direct State Costs for PE	\$101,843	0%	\$0	100%	\$101,843	0%	\$0
Direct State Costs for ENV	\$50,922	0%	\$0	100%	\$50,922	0%	\$0
Direct State Costs for UTIL	\$50,922	0%	\$0	100%	\$50,922	0%	\$0
Direct State Costs for ROW	\$50,922	0%	\$0	100%	\$50,922	0%	\$0
Indirect State Costs (4.83%)	\$245,951	0%	\$0	100%	\$245,951	0%	\$0
Subtotal	\$500,559		\$0		\$500,559		\$0
TOTAL CSJ 0151-09-127	\$6,974,159		\$6,473,600		\$500,559		\$0

CSJ # 0151-09-036, 0151-09-127,
0265-01-080
District # 14 - AUS
Code Chart 64 #60432
Project: US 183S Bergstrom
Expressway
Federal Highway Administration
CFDA # 20.205
Not Research and Development

0265-01-080							
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$3,182,600	100%	\$3,182,600	0%	\$0	0%	\$0
Environmental Support (by LG)	\$36,400	100%	\$36,400	0%	\$0	0%	\$0
Utility (by LG)	\$705,000	100%	\$705,000	0%	\$0	0%	\$0
Right of Way (by LG)	\$122,000	100%	\$122,000	0%	\$0	0%	\$0
Subtotal	\$4,046,000		\$4,046,000		\$0		\$0
Direct State Costs	\$63,652	0%	\$0	100%	\$63,652	0%	\$0
Direct State Costs for ENV	\$31,826	0%	\$0	100%	\$31,826	0%	\$0
Direct State Costs for UTIL	\$31,826	0%	\$0	100%	\$31,826	0%	\$0
Direct State Costs for ROW	\$31,826	0%	\$0	100%	\$31,826	0%	\$0
Indirect State Costs (4.83%)	\$153,720	0%	\$0	100%	\$153,720	0%	\$0
Subtotal	\$312,850		\$0		\$312,850		\$0
TOTAL CSJ 0151-09-036	\$4,358,850		\$4,046,000		\$312,850		\$0
TOTAL CSJs 0151-09-036, 0151-09-127, 0151-09-036	\$21,794,248		\$20,230,000		\$1,564,248		\$0

Initial Payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State; \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

RESOLUTION NO. 14-057

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ADVANCE
FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE OAK HILL PARKWAY PROJECT.**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to study and develop potential transportation projects; and

WHEREAS, the Mobility Authority has proposed development of a project on U.S. 290 from west of Scenic Brook to Joe Tanner Lane, commonly referred to as the Oak Hill Parkway Project (the "Project"); and

WHEREAS, financial assistance from the Texas Department of Transportation, specifically an advance funding agreement, is available to cover preliminary project development activities for the Project; and

WHEREAS, the Executive Director recommends approval of the proposed advanced funding agreement for the Project in the form or substantially in the form attached as Exhibit 1 (the "AFA").

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the AFA, and authorizes the Executive Director to finalize and execute the AFA in the form or substantially in the form attached as Exhibit 1.

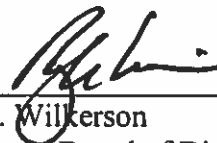
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-057
Date Passed: 07/30/14

Exhibit 1

Advance Funding Agreement for the Oak Hill Parkway

[on the following 14 pages]

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Metropolitan Mobility and Rehabilitation Project
On-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113948, authorizing the State to undertake and complete a highway improvement generally described as construct main lanes (Toll) and frontage roads called the "Project"; and,

WHEREAS, House Bill 2585 of the 83rd regular session authorizes reimbursement of utilities for relocation of utility facilities following improvement or construction of certain tolled highways; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The scope of work is the development of U.S. 290 from west of Scenic Brook to Joe Tanner Lane by the Central Texas Regional Mobility Authority as shown on Attachment "B". Work will include environmental support, preliminary engineering, utility coordination and project coordination.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification. **Not Applicable**
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement. **Not Applicable**

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or **Not Applicable**
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government must obtain advance approval for any variance from established procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained. **Not Applicable**

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities Not Applicable

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction

contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property Not Applicable

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Central Texas RMA Attn: Executive Director 3300 N IH-35, Suite 300 Austin, Texas 78705	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

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

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly

authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State 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 right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

CSJ # 0113-08-060
District # 14-AUS
Code Chart 64 #60432
Project: U.S. 290, Scenic Brook to Joe Tanner
Federal Highway Administration
CFDA # 20.205
Not Research and Development

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Mike Heiligenstein

Typed or Printed Name

Executive Director

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Interim Director of Contract Services
Texas Department of Transportation

Date

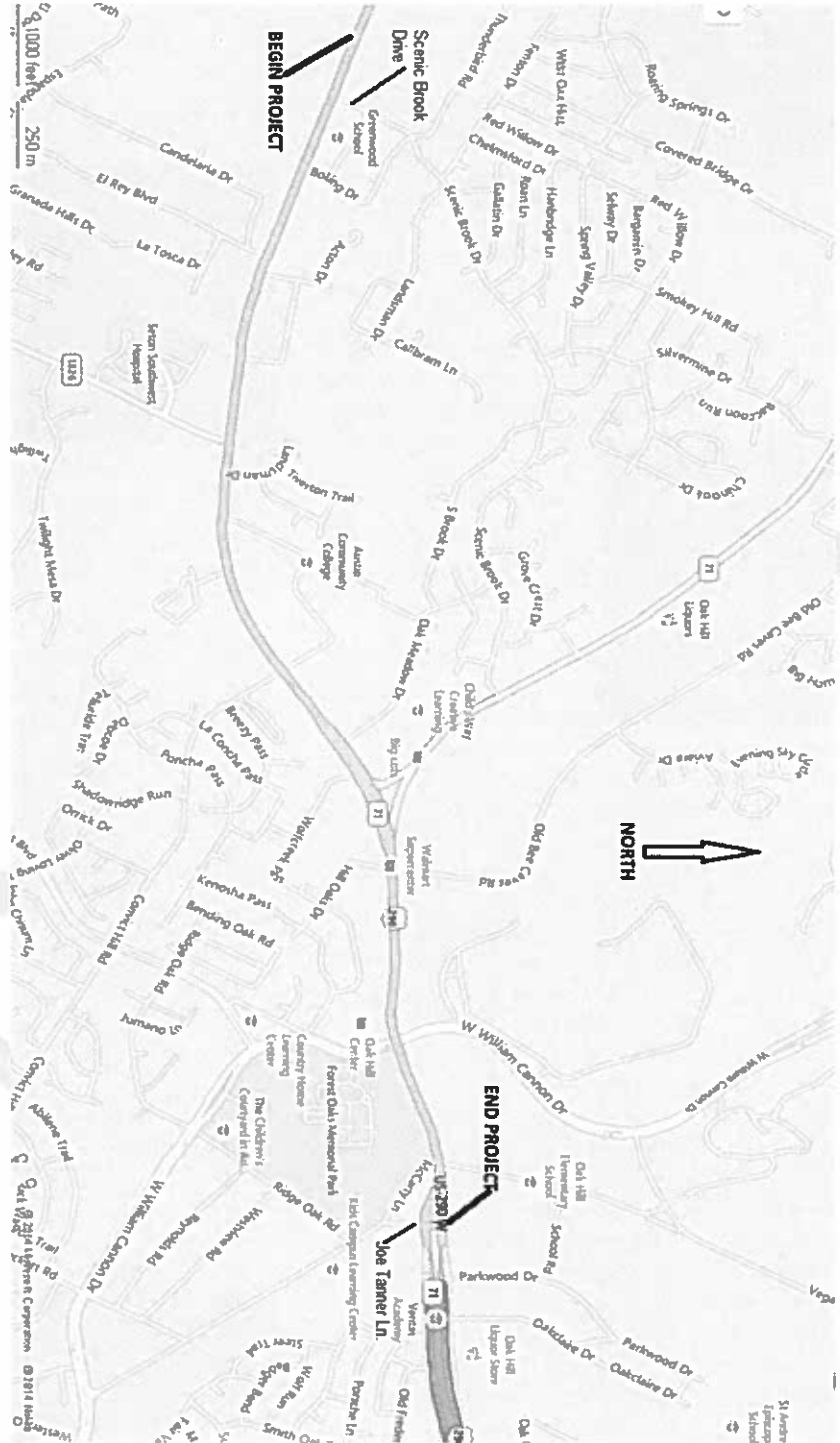
CSJ # 0113-08-060
District # 14-AUS
Code Chart 64 #60432
Project: U.S. 290, Scenic Brook to Joe Tanner
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

DRAFT

CSJ # 0113-08-060
District # 14-AUS
Code Chart 64 #60432
Project: U.S. 290, Scenic Brook to Joe Tanner
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ # 0113-08-060
 District # 14-AUS
 Code Chart 64 #60432
 Project: U.S. 290, Scenic Brook to Joe Tanner
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	\$5,830,000	80%	\$4,664,000	20%	\$1,166,000	0%	\$0
Environmental Support (by LG)	\$50,000	80%	\$40,000	20%	\$10,000	0%	\$0
Utility (by LG)	\$50,000	80%	\$40,000	20%	\$10,000	0%	\$0
SUBTOTAL	\$5,930,000		\$4,744,000		\$1,186,000		\$0
Engineering Direct State Costs	\$116,600	0%	\$0	100%	\$116,600	0%	\$0
Environmental Direct State Costs	\$58,300	0%	\$0	100%	\$58,300	0%	\$0
Utility Direct State Costs	\$29,150	0%	\$0	100%	\$29,150	0%	\$0
Indirect State Costs (4.83%)	\$281,589	0%	\$0	100%	\$281,589	0%	\$0
SUBTOTAL	\$485,639		\$0		\$485,639		\$0
TOTAL	\$6,415,639		\$4,744,000		\$1,671,639		\$0

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

RESOLUTION NO. 14-058

**APPROVING A WORK AUTHORIZATION WITH ATKINS NORTH AMERICA, INC.,
TO PROVIDE GENERAL ENGINEERING CONSULTANT SERVICES FOR THE SH 71
EXPRESS PROJECT.**

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

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed work authorization for Atkins to provide general engineering consultant services for the SH 71 Express Project; and


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

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

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

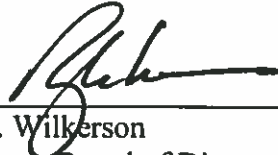
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-058
Date Passed: 7/30/2014

EXHIBIT 1 TO RESOLUTION 14-058
PROPOSED WORK AUTHORIZATION

[on the following 15 pages]

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 11

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

*State Highway 71 Toll Lanes
Oversight Services*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

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

Not applicable.

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

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

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within thirty one (31) months from the date this Work Authorization becomes effective. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$1,470,000, based on Attachment B -Fee Estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to

the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

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

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

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
WORK AUTHORIZATION NO. 11
Atkins
ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

INTRODUCTION

The work to be performed by the General Engineering Consultant (GEC) will include project management and oversight services of the toll systems design and implementation and technical support and oversight services as required in support of the Project Agreement (PA) between the Texas Department of Transportation (TxDOT) and the Central Texas Regional Mobility Authority (Mobility Authority) for the SH 71 Toll Lanes Project executed on December 11, 2013. The following tasks further define the work efforts to be performed, and shall include all applicable reporting requirements.

TASK 1. PROGRAM MANAGEMENT AND ADMINISTRATIVE SUPPORT [GL Code 13720]

Administrative and project management services will be provided as necessary for the successful completion of the SH 71 Toll Lanes Project. These services may include the development and implementation of any or all of the following services for the SH 71 Toll Lanes Project:

A. PROJECT ADMINISTRATION

The GEC will perform project administrative and coordination duties which include, but are not limited to, the following:

- Progress Reports
- Meetings
- Invoicing
- File Management
- Scheduling and Progress Tracking
- General Project Coordination
- Copies of all original counterparts or, if originals are unavailable, copies of all materials prepared by or for the Mobility Authority in connection with the Project, together with any and all other items or information in the possession of the Authority and useful to or necessary for TxDOT's completion of the Project, including any Authority context-sensitive design information or materials (4.b.3 of PA). These copies to be provided to TxDOT in compliance with the PA.

B. PROJECT REPORTING

The GEC will prepare project reports which include, but are not limited to, the following:

- Prepare and issue monthly reports to the Mobility Authority on the Project's status which will document any issues, delays encountered, and corrective actions as necessary. Reports will include, but are not limited to, the following:
 - Key milestones accomplished during the preceding month

- Meetings and key activities for the upcoming month
 - Issues requiring resolution
- Prepare a Quarterly Report for the Mobility Authority with an Executive Summary that provides a summary of the monthly reports and the overall Project progress
- Update Project Reports and Dashboard on a monthly basis

C. PROJECT SCHEDULE

The GEC will provide staff to coordinate the Project scheduling activities. Specific activities include, but are not limited to, the following:

- Evaluate and monitor the Developer's Project schedule (baseline and updates)
- Catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and identify any potential increase in Mobility Authority costs. Report conclusions and recommendations to the Mobility Authority
- Evaluate and monitor the toll System Integrator's schedule to facilitate implementation of an operable toll system at Substantial Completion of the managed lanes, subject to correction of punch list items (8.3.b of PA)

D. COORDINATION/MEETINGS

The GEC will support the Mobility Authority in coordination activities with TxDOT, FHWA, Developer, toll Systems Integrator, and others entities as identified and as directed by the Mobility Authority. As directed by the Mobility Authority, the GEC will attend meetings throughout the project development process which include, but are not limited to, the following:

- Attend post award pre-construction meeting
- Attend progress and any other regularly scheduled meetings (Monthly/weekly)
- Attend issue resolution meetings (As Needed)
- Attend meeting pertaining to the traffic control and maintenance of traffic that are held by the Contractor or interested parties
- Attend monthly Board of Directors meetings

TASK 2. DESIGN/CONSTRUCTION GEC OVERSIGHT [GL Code 13720]

The Design/Construction GEC oversight services include oversight and inspection of the tolled lanes portion of TxDOT's construction contract for the SH 71 Toll Lanes Project. The following tasks further outline the work efforts to be performed:

A. MANAGEMENT AND GENERAL TECHNICAL SUPPORT

The GEC will provide management assistance and technical support as required by the Mobility Authority toward the successful completion of the SH 71 Toll Lanes Project. Work efforts include, but are not limited to, the following:

- Provide review of potential change orders on the Project
- Review change order cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time and provide comments to Mobility Authority
- Maintain log and retain all documents associated with potential change orders
- Review Project communications and correspondence
- Advise the Mobility Authority on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s)
- Seek clarifications, through TxDOT, from the Design Engineer(s) when necessary on the intent reflect in the design plans and specifications. The Engineer of Record will remain responsible for design related services
- Assist the Mobility Authority in meeting the following requirements of the Project Agreement with TxDOT:
 - Provide technical resource and support services to Mobility Authority personnel serving on the Design and Construction Technical Committee with oversight responsibility for project design and construction issues and directives to the contractor. Specific work efforts include, but are not limited to, the following:
 - Serve as a Mobility Authority representative of the Design and Construction Technical Committee if requested by the Mobility Authority (4.b.2 of PA)
 - Respond to inquiries, resolve issues, and participate in the review of design questions, requests for information, requests for changes, change orders, design and construction deviations, noncompliance reports and notices of design change and other technical questions from the design-build contractor and toll collection system integrator
 - Attend Design and Construction Technical Committee meetings as requested by Mobility Authority which will meet no less than monthly during the design and construction of the project. (10.a of the PA)
 - Provide support as requested by TxDOT to support TxDOTs efforts to obtain the environmental clearance, permits, approvals, and agreements necessary for the project (4.b.10 of PA)
 - Acquisition of ROW if required for the operation and maintenance of the tolled lanes (6.b. of PA)
 - Support the Mobility Authority in development of requests to TxDOT for modifications to the design and/or technical specifications

B. DOCUMENT REVIEWS

- Assist the Mobility Authority in meeting the following requirements of the Project Agreement with TxDOT:
 - The GEC will perform design reviews of the following plan submittals:
 - 30% plans
 - 60% plans
 - 90% plans
 - Release For Construction plans

- Early release construction plans
- Resolve issues and participation in the review of design questions, requests for information, requests for changes, change orders, design and construction deviations, noncompliance reports and notices of design change and other technical questions from the design-build contractor and toll collection system integrator
- Review procurement documents as necessary to determine compliance with the SH 71 Toll Lanes Project Agreement between TxDOT and the Mobility Authority (4.b.7 of PA)
- Review contract documents, technical requirements, and plans and specifications, and submit comments within 3 business days (4.b.5 of PA requires Mobility Authority to respond within 5 business days)
- Review and provide plans and technical specifications related to the infrastructure design as necessary to ensure accommodation of the Mobility Authority improvements and long-term maintenance of the Project (4.b.5 of PA)

C. CONSTRUCTION OVERSIGHT INSPECTIONS OF TOLLED LANES

The GEC will perform construction oversight inspection services which include, but are not limited to, the following:

- Perform and report construction inspections
- Perform construction materials testing services on an as-needed basis
- Review and report final documentation of construction quantities in support of the Contractor's draw requests
- Maintain diaries, logs, and records of the Contractor's progress
- Provide a digital photo log of the Project are during construction with heavy emphasis on areas with potential claim items/issues and on areas of real/potential public controversy

D. REQUESTS FOR INFORMATION (RFI) AND NON-CONFORMANCE REPORT PROCESSING

The GEC will review information and reports which include, but are not limited to, the following:

- Review and comment on Project RFIs
- Prepare reports on nonconforming work affecting the tolled lanes and submit to TxDOT for resolution
- Maintain a log of RFIs and NCRs

E. SHOP DRAWING/SUBMITTALS PROCESSING AND MANAGEMENT

The GEC will be responsible for reviewing drawings and general conformance which include, but are not limited to, the following:

- Review shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design

plans and specifications submitted by the Contractor. Check that the Contractor has received required approvals prior to construction

- Maintain a log of shop drawings

F. MOBILITY AUTHORITY CONSTRUCTION COORDINATION SUPPORT

The GEC will support the Mobility Authority in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- City of Austin
- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by the Mobility Authority

G. NOTICE OF COMPLETION

The GEC will perform project close out activities which include, but are not limited to, the following:

- Coordinate with the Contractor and TxDOT in the generation of a punch list
- Inspect completion of punch list
- Verify that there are no outstanding claims related to the Contractor's work
- Provide a Notification of Completion to the Mobility Authority
- Assist the Mobility Authority in meeting the following requirements of the Project Agreement with TxDOT:
 - Participate in site inspections and development of punch list items following substantial completion of the work (8.b.1 of PA)
 - Participate in inspections at Final Acceptance of the Project (8.b.2 of PA)

TASK 3. TOLL SYSTEMS INTEGRATOR OVERSIGHT [GL Code 13720]

The GEC shall support the Mobility Authority as necessary with the development and implementation of the SH 71 Toll Lanes electronic toll collection system. These services include, but are not limited to, the following:

A. DESIGN AND CONSTRUCTION OVERSIGHT

- Coordinating the design and installation of the toll systems in a manner to avoid any delays in Project development and opening of the project (4.b.8 of PA)
- Provide GEC oversight of the Systems Integrator through design, construction, installation, testing, and commissioning

- Facilitate coordination efforts between the Systems Integrator and TxDOT's roadway construction contract

B. FINAL ACCEPTANCE

- Oversee final system acceptance and readiness testing for toll collection operations
- Coordinate development and submittal of Mobility Authority's written notification to TxDOT of substantial completion by the SI within 1 business day (8.b.4 of PA - Mobility Authority has to submit to TxDOT in 2 business days)
- Prior to deployment of toll collection equipment or technology, coordinate development and submittal of certification to TxDOT that toll systems technology complies with the interoperability rules that are in effect on the date of issuance of the request for proposals for the toll systems integrator contract (8.b.6 of PA)
- Coordinate development and submittal of letter to TxDOT acknowledging final acceptance of the toll collection system (8.b.7 of PA)

TASK 4. TOLL LANE MAINTENANCE AND OPERATIONS [GL Code 62854]

The GEC will provide technical support to the Mobility Authority as necessary to facilitate the completion of an agreement with TxDOT to provide the services and/or contractor(s) necessary to maintain and operate the SH 71 Toll Lanes roadway and emergency response items. This effort will include, but is not limited to, the following:

A. FINAL ACCEPTANCE

- Coordinate with TxDOT to identify maintenance limits and roles and responsibilities
- Coordination with TxDOT to identify a mutually agreed upon location in the corridor for maintenance operations and storage of materials needed for maintenance (7.b.4 from PA)

B. CONTRACT AD BUDGET DEVELOPMENT

- Support for the development of contracts to perform traffic management and safety operations upon final acceptance, including:
 - Police services in a manner consistent with the Mobility Authority's system
 - Wrecker services in a manner consistent with the Mobility Authority's system
 - Lane closures in a manner consistent with the Mobility Authority's system (9.b.12 of PA)
- Preparation of a detailed maintenance work element budget and annualized cost estimates.

TASK 5. COMMUNITY OUTREACH [GL Code 13750]

The GEC shall support the Mobility Authority as necessary with the Community Outreach program for the SH 71 Toll Lanes project. These services include, but are not limited to, the following:

A. AGENCY SUPPORT

- Coordinate with and support TxDOT with their Community Outreach program

B. PROJECT WEBSITE SUPPORT

- EITHER Support the Mobility Authority in the development and maintenance of the Project Website OR coordinate with TxDOT to maintain or update project website

C. MISCELLANEOUS SUPPORT

- Support the Mobility Authority in the development of miscellaneous communications activities
- Support the Mobility Authority in activities necessary for road operations

**Attachment B - Fee Estimate
Summary**

Mobility Authority General Engineering Consultant
Atkins - Man-hour Breakdown & Fee Estimate
SH 71 Toll Lanes Project

ATKINS - Work Authorization #11

SH 71 Toll Lanes Project

TASK	<u>SUBTOTAL</u> Labor + Overhead + Profit	<u>SUBTOTAL</u> Direct Expenses	<u>TOTAL</u>
SH 71 Toll Lanes Project			
1 Program Management and Administrative Support [GL Code 13720]	\$ 157,894	\$ 3,000	\$ 160,894
2 Design/Construction GEC Oversight [GL Code 13720]	\$ 785,657	\$ 14,500	\$ 800,157
3 Toll Systems Integrator Oversight [GL Code 13720]	\$ 63,883	\$ 1,200	\$ 65,083
4 Toll Lane Maintenance and Operations [GL Code 62854]	\$ 116,515	\$ 2,100	\$ 118,615
5 Community Outreach [GL Code 13750]	\$ 148,593	\$ 167,600	\$ 316,193
Subtotals	<u>\$ 1,272,542</u>	<u>\$ 188,400</u>	<u>\$ 1,460,942</u>
		TOTAL (rounded) \$	1,470,000

Attachment B - Fee Estimate

Mobility Authority General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 SH 71 Toll Lanes Project

ATKINS - Work Authorization #11
SH 71 Toll Lanes Project

SH 71 Toll Lanes Project

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.0 Program Management and Administrative Support [GL Code 13720]							
A Project Administration					120	120	240
B Project Reporting	120	120					240
C Project Schedule				120			120
D Coordination Meetings	60	240					300

		180	360	0	120	120	120	900
	% Total by Classification	20.00%	40.00%	0.00%	13.33%	13.33%	13.33%	
Labor Costs		\$ 14,400	\$ 25,200	\$ -	\$ 5,400	\$ 4,200	\$ 3,000	\$ 52,200
Overhead Costs	1.7007	\$ 24,490	\$ 42,858	\$ -	\$ 9,184	\$ 7,143	\$ 5,102	\$ 88,777
Profit	12.0%	\$ 4,667	\$ 8,167	\$ -	\$ 1,750	\$ 1,361	\$ 972	\$ 16,917
Total Loaded Labor		\$ 43,557	\$ 76,225	\$ -	\$ 16,334	\$ 12,704	\$ 9,074	\$157,894

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

Total \$ 160,894

Attachment B - Fee Estimate

Mobility Authority General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 SH 71 Toll Lanes Project

**ATKINS - Work Authorization #11
 SH 71 Toll Lanes Project**

SH 71 Toll Lanes Project

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
2.0 Design Construction GEC Oversight [GL Code 13720]							
A Management and General Technical Support	240	480		480	480		1680
B Document Reviews	240	480		480	480		1680
C Construction Oversight Inspection of Tolloed Lanes				960		120	1080
D Requests For Information (RFI) and Non-Conformance Report Processing				120		60	180
E Shop Drawing Submittals Processing and Management		120		120			240
F Mobility Authority Construction Coordination Support	60	60					120
G Notice of Completion				32			32

TOTAL DIRECT LABOR	540	1140	0	2192	960	180	5012
% Total by Classification	10.77%	22.75%	0.00%	43.74%	19.15%	3.59%	
Labor Costs	\$ 43,200	\$ 79,800	\$ -	\$ 98,640	\$ 33,600	\$ 4,500	\$ 259,740
Overhead Costs	1700% \$ 73,470	\$ 135,716	\$ -	\$ 167,757	\$ 57,144	\$ 7,653	\$ 441,740
Profit	12.0% \$ 14,000	\$ 25,862	\$ -	\$ 31,968	\$ 10,889	\$ 1,458	\$ 84,178
Total Loaded Labor	\$ 130,671	\$ 241,378	\$ -	\$ 298,365	\$ 101,633	\$ 13,612	\$785,657

Direct Expenses	
Plotting and Reproduction	\$ 2,000
Mail and Deliveries	\$ 500
Misc Expenses	\$ 3,000
Travel and Field Expenses	\$ 9,000
Total Direct Expenses	\$ 14,500

Total \$ 800,157

Attachment B - Fee Estimate

Mobility Authority General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 SH 71 Toll Lanes Project

ATKINS - Work Authorization #11
SH 71 Toll Lanes Project

SH 71 Toll Lanes Project

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
3.0 Toll Systems Integrator Oversight [GL Code 13720]							
A Design and Construction Oversight			288				288
B Final Acceptance			64				64

TOTAL DIRECT LABOR	0	0	352	0	0	0	352
% Total by Classification	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	
Labor Costs	\$ -	\$ -	\$ 21,120	\$ -	\$ -	\$ -	\$ 21,120
Overhead Costs	1.7007	\$ -	\$ 35,919	\$ -	\$ -	\$ -	\$ 35,919
Profit	12.0%	\$ -	\$ 6,845	\$ -	\$ -	\$ -	\$ 6,845
Total Loaded Labor			\$ 63,883				\$ 63,883

Direct Expenses	
Plotting and Reproduction	\$ 100
Mail and Deliveries	\$ 100
Misc Expenses	
Travel and Field Expenses	\$ 1,000
Total Direct Expenses	\$ 1,200

Total \$65,083

Attachment B - Fee Estimate

Mobility Authority General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 SH 71 Toll Lanes Project

ATKINS - Work Authorization #11
SH 71 Toll Lanes Project

SH 71 Toll Lanes Project

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
4.0 Toll Lane Maintenance and Operations [GL Code 62854]							
A Develop Maintenance Plan	24	48		120			192
B Contract and Budget Development	48	96		384			528

TOTAL DIRECT LABOR	72	144	0	504	0	0	720
% Total by Classification	10.00%	20.00%	0.00%	70.00%	0.00%	0.00%	
Labor Costs	\$ 5,760	\$ 10,080	\$ -	\$ 22,680	\$ -	\$ -	\$ 38,520
Overhead Costs	1.7007 \$ 9,796	\$ 17,143	\$ -	\$ 38,572	\$ -	\$ -	\$ 65,511
Profit	12.0% \$ 1,867	\$ 3,267	\$ -	\$ 7,350	\$ -	\$ -	\$ 12,484
Total Loaded Labor	\$ 17,423	\$ 30,490	\$ -	\$ 68,602	\$ -	\$ -	\$116,515

Direct Expenses	
Plotting and Reproduction	\$ 500
Mail and Deliveries	\$ 100
Misc Expenses	\$ 500
Travel and Field Expenses	\$ 1,000
Total Direct Expenses	\$ 2,100

Total \$ 118,615

Attachment B - Fee Estimate

Mobility Authority General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 SH 71 Toll Lanes Project

ATKINS - Work Authorization #11
SH 71 Toll Lanes Project

SH 71 Toll Lanes Project

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
5.0 Community Outreach [GL Code 13750]							
A Agency Support				100	200	200	500
B Project Website Support				75	150	300	525
C Miscellaneous Support				100	200	200	500

TOTAL DIRECT LABOR	0	0	0	275	550	700	1525
% Total by Classification	0.00%	0.00%	0.00%	18.03%	36.07%	45.90%	
Labor Costs	\$ -	\$ -	\$ -	\$ 12,375	\$ 19,250	\$ 17,500	\$ 49,125
Overhead Costs	1.7007 \$ -	\$ -	\$ -	\$ 21,046	\$ 32,738	\$ 29,762	\$ 83,547
Profit	12.0% \$ -	\$ -	\$ -	\$ 4,011	\$ 6,239	\$ 5,671	\$ 15,921
Total Loaded Labor	\$ -	\$ -	\$ -	\$ 37,432	\$ 58,227	\$ 52,934	\$ 148,593

Direct Expenses	
Plotting and Reproduction	\$ 500
Mail and Deliveries	\$ 100
Misc Expenses	\$ 1,000
Travel and Field Expenses	\$ 1,000
Advertising	\$ 75,000
Direct Mailers	\$ 25,000
Toll Bill Insert.PBM Support	\$ 15,000
Grand Opening	\$ 50,000
Total Direct Expenses	\$ 167,600

Total \$ 316,193

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

RESOLUTION NO. 14-059

**APPROVING A WORK AUTHORIZATION WITH TELVENT USA, LLC,
FOR TOLL SYSTEM DESIGN AND INTEGRATION SERVICES
FOR THE SH 71 EXPRESS PROJECT.**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system (the "Contract"); and

WHEREAS, Caseta Technologies, Inc., was subsequently acquired by Telvent USA Corporation, a Maryland corporation ("Telvent"), and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Telvent; and

WHEREAS, Telvent is providing toll system implementation services for the MoPac Improvement Project and other projects under work authorizations previously authorized by the Board under the Contract; and

WHEREAS, the Executive Director and Telvent have discussed and agreed to a proposed work authorization for Telvent to provide toll system design and integration services for the SH 71 Express Project; and


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

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

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


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-059
Date Passed: 7/30/2014

EXHIBIT 1 TO RESOLUTION 14-059
PROPOSED WORK AUTHORIZATION

[on the following 49 pages]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 12

TOLL SYSTEM IMPLEMENTATION

SH 71 TOLL LANES PROJECT

THIS WORK AUTHORIZATION (“WA No. 12”) is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and TELVENT USA, LLC (the “Contractor,” also referred to in attachments to this WA No. 12 as the “System Integrator” or “SI”).

PART I. The Contractor will perform toll implementation services generally described in the Scope of Work attached hereto as Attachment A. The Contractor’s duties and responsibilities are further detailed in: (1) the SH 71 Toll Lanes Project Layout included as Attachment B, (2) the Toll Facility Responsibility Matrix included as Attachment C, and (3) the Fixed Price Tolling Standards included as Attachment D.

PART II. The maximum amount payable under this WA No. 12 is \$ 2,059,495. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in Attachment E

PART III. Payment to the Contractor for the services established under this WA No. 12 shall be made in accordance with the Contract.

PART IV. This WA No. 12 shall become effective on the date both parties have signed this WA No. 12. This WA No. 12 will terminate on the SH 71 Toll Lanes substantial completion date or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Attachment F.

PART V. This WA No. 12 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 12, all such responsibilities and obligations under the Contract remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 12 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA, LLC.

Signature _____ Date _____

Typed/Printed Name and Title _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature _____ Date _____

Mike Heiligenstein, Executive Director
Typed/Printed Name and Title _____

LIST OF ATTACHMENTS

- | | |
|--------------|---|
| Attachment A | Scope of Work |
| Attachment B | SH 71 Toll System Layout |
| Attachment C | Toll Facility Responsibility Matrix |
| Attachment D | Fixed Price Tolling Standards |
| Attachment E | Fee Schedule/Budget |
| Attachment F | Preliminary Project Schedule and Milestones |

ATTACHMENT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL SYSTEM IMPLEMENTATION
State Highway 71 Toll Lanes Project

SCOPE OF WORK for SYSTEMS INTEGRATOR

A1.0 General

A1.01. Background

The Texas Department of Transportation (“TxDOT”) is developing the SH 71 Toll Lanes Project (“Project”), which will consist of adding toll lanes to SH 71 from Presidential Boulevard to east of SH 130, and will include the realignment of FM 973 where that road intersects with SH 71. The project length is approximately 4 miles. TxDOT will be developing the project in cooperation with the Central Texas Regional Mobility Authority (“Authority”), with TxDOT taking the lead in the design, permitting, and construction of the Project, and the Authority responsible for the design, procurement, permitting, installation, testing and commissioning of the Toll Collection System (TCS), which will include but not necessarily be limited to tolling equipment, cameras, antennas, fiber optic system, and the supporting electrical system.

Upon substantial completion, the Authority shall operate and maintain toll lanes on the Project, which will include the collection of tolls, setting toll rates, servicing customers, toll enforcement, facilities and toll collection system maintenance, repairs and capital improvements to the toll lanes, toll facilities, and related equipment. TxDOT shall operate and maintain the general purpose lanes and the FM 973 realigned intersection with SH 71.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 12 provides for the procurement, installation, testing, and implementation of a complete and fully operational TCS for the Project by the Systems Integrator (SI), including all of the required communications and systems interfaces including design, coordination, and project interface activities to facilitate the design and construction of the toll system infrastructure facilities by others on the SH 71 Toll Lanes Project.

This Work Authorization also authorizes the SI to establish and maintain relationships with a wide variety of third parties and to coordinate the designs for the proposed TCS with the entire Hwy 71 Toll Project to ensure that the construction of the toll system infrastructure facilities will be fully compatible and will meet the requirements for the CTRMA’s TCS. In this role, the SI will work closely with CTRMA, TxDOT, and various designers and roadway contractors in developing the required complete TCS and network infrastructure.

A2.0 General Description – Toll Road Infrastructure and Site

The SH 71 Toll Lanes Project limits extend from Presidential Boulevard to east of SH 130, and will include the realignment of FM 973 where that road intersects with SH 71. The project length is approximately 4 miles.

The existing roadway in the vicinity of the preliminary location of the toll gantries includes three 12-ft lanes in each direction with a depressed grassed median. Right-of-way width varies from 220 to 280 feet.

Proposed Facility: The proposed work for the entire toll road facility will consist of the following:

- Adding two new toll lanes (one in each direction) from Presidential Boulevard to SH 130; Number of toll lanes approaching FM 973 and at the gantry location increases to four lanes (two in each direction), and
- Constructing bridges over FM 973 and SH 130 and connecting ramps between the new express toll lanes and the mainlanes of SH 71 and SH 130; and
- Widening of SH 71 between Presidential Boulevard and FM 973

The Toll Collection System (TCS) for the Project will be all Electronic Toll Collection (ETC). The entire full build project will consist of four (4) gantry lanes at the locations listed in Table 1 below. Locations are approximate and may be subject to change as the CDA Developer progresses towards the completion of plans development.

Table 1: Gantry Locations and Lane Counts

Approximate Station Location	Direction of Travel	No. of Lanes	No. of Shoulders (8' or greater)	Comments
11150+00	Westbound	2	2	The preliminary schematic typical section includes 10 foot shoulders on either side. However, the typical section may be different if the location of the gantry is revised.
11150+00	Eastbound	2	2	The preliminary schematic typical section includes 10 foot shoulders on either side. However, the typical section may be different if the location of the gantry is revised.
Total Gantry Lanes		2	4	

Refer to the SH 71 Toll Lanes Project Layout included as **ATTACHMENT B** for the general project layout.

A3.0 General Requirements - Toll Collection System

The TCS for the CTRMA Turnpike System, which is being designed and implemented through a series of separate work authorizations for the various segments of the proposed Toll Road System, generally will be fully compatible with the TCS which has been designed and implemented for the 183A Toll Road and the Manor Expressway Projects, using automatic vehicle identification and classification technology, a Violation Enforcement System (VES) with an integrated camera and triggering system to capture referenced digital images of license plates, and a Remote Online Management System (ROMS). It is required that the TCS be interoperable with the other Texas ETC systems.

The Customer Service Center (CSC) is located in a facility at 12719 Burnet Road, Austin, Texas, developed and administrated by the Toll Operations Division (TOD) of TxDOT. The CTRMA contracts with the members of the Texas Statewide Interoperability Task force for CSC services for its customers. Expansion of CTRMA's TCS to serve the Hwy 71 Toll Project includes coordination and design of appropriate interfaces with the CSC. Appropriate communications links between the various toll facilities on the CTRMA Toll Road System and the CTRMA Administrative Offices, the future Traffic Management Center (TMC) at the Field Operations Building(s) and the Violation Processing Center (VPC) are part of the requirements of the design/implementation work.

The VPC is located in a separate facility, and is being administrated by the Municipal Services Bureau, Inc. under contract to the CTRMA. Development of CTRMA's TCS also will include coordination and design of appropriate interfaces with the VPC. Appropriate communications links between the various toll facilities on the CTRMA Toll Road System, the CTRMA Administrative Offices, the 183A Field Operations Building and the CSC are part of the requirements of the design/implementation work.

A4.0 Equipment and Installation – Gantries and Roadside Equipment

For all TCS field installations on the various segments of the Hwy 71 Toll Project, the SI will be required to provide and install the toll equipment systems and hardware for a complete, tested, and operating TCS under this Work Authorization. The principle items of work and primary components of the TCS at each Remote Toll Location will include, but are not limited to:

- Furnish & Install Lane Controllers and ancillary devices
- Furnish & Install ETC Lane components, including AVDS, AVC, VES, TSI and AVI systems and hardware.
- Furnish & Install all ETC Lane Equipment wiring & cable, hardware, brackets, and fasteners required to attach the ETC equipment to the gantries provided by the others.
- Furnish & Install ROMs monitoring for all ETC site equipment (i.e.: ETC Equipment, AVDS, AVC, AVI, VES, HVAC, generators, power, communications equipment, etc)
- Communication System Outside Fiber Optic Cable Plant, Inside Cable Plant, and Network Components (i.e.: Fiber Optic Cable, Terminations, Switches, routers and other network devices)
- Furnish & Install Master Ground System connected to the Master Ground Bus Bar provided by others
- Furnish & Install Lightning Surge Suppression System & Components for AVI, network, VES, UPS power, and service/feeder power.
- Furnish & Install Backup Electrical Power including Emergency Generators, Fuel Tanks, and Automatic Transfer Switches.
- Furnish & Install Uninterruptible Power Supply, including wiring & cable, hardware, and ROMs interface
- Furnish & Install In-Lane Processor (ILP) enclosure, with HVAC for appropriate environmental protection and climate controls for electronic equipment. Furnish & Install Site Surveillance Cameras & Security Systems to monitor each ILP and gantries.
- Provide power from the electrical service to the toll locations
- Federal Communication Commission (FCC) License preparation and submission
- Provide complete testing, certification and acceptance of all systems for complete, fully operational TCS, furnished and installed.

The procurement, fabrication and installation of gantries for the TCS to be located on the segments of the Project will be by others. It is the responsibility of the SI, nevertheless, to work closely with CTRMA, TxDOT, and the various designers and roadway contractors to establish the precise locations for each of the gantry structures and to provide the Roadway Contractor(s) with detailed information of the installation for the TCS equipment at each location.

A5.0 Coordination and Project Interface

The SI is to participate in the process for coordination which will enable the contractors and designers of the SH 71 Toll Lanes Project to obtain specific, detailed information regarding the proposed TCS components in order to complete the design/construction of the appropriate toll facilities infrastructure. The SI will be responsible for maintaining relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the SI will work closely with CTRMA and TxDOT in developing the required network. The work related to this Work Authorization No. 12 generally will include, but not be limited to:

- Design input and providing detailed information including TCS component details, dimensions and layout configurations, and specific technical requirements for elements of the proposed TCS;
- Preparation of construction/installation guidelines for various components of CTRMA's TCS;
- Review of construction documents prepared by others;
- Attendance and participation at coordination meetings as determined by project schedule and/or as requested by the CTRMA. This includes attending design coordination meetings, construction meetings, and issue resolution meetings as necessary to resolve outstanding comments
- Provide "over the shoulder" reviews, as necessary
- Submit Installation Plan and Installation Drawings to the CTRMA for review and approval
- Provide input in the development of the project schedule as it relates to the installation and testing of the toll system. The SI shall review the project baseline schedule prepared by the D/B contractor for review and acceptance.

All TCS infrastructure facilities at the remote Toll Locations will be provided by others as indicated in *Section A6.0 and Section A7.0* hereof. The SI shall fully coordinate the designs for the TCS with others and provide the required details and technical requirements to ensure that the construction of the toll system infrastructure facilities will be fully compatible and meet the requirements for the CTRMA's TCS.

The SI is responsible for coordinating with others and for providing all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured properly to accommodate the SI's own particular system components as required to meet the CTRMA TCS performance and accuracy requirements.

Prior to deploying any toll collection equipment or technology the SI shall certify to TxDOT that the technology complies with the interoperability rules that are in effect on the date of issuance of the request for proposals for the toll systems integration contract.

A6.0. Work by Others – Civil/Roadway Construction

The CTRMA, through its roadway construction contracts, will provide jointed concrete pavement in each of the areas designated for toll collection facilities. The pavement will be reinforced with Glass Fiber

Reinforced Polymer (GFRP) bars. Transverse joints and longitudinal joints will be placed at positions equal to lane widths and as shown on the CTRMA details. Power and communication lines to support the Wide Area Network (WAN) will be provided by others and terminated at an ILP enclosure in an area within 500 feet of ILP. The SI is responsible for the communication links between the Host, the CSC, the VPC, the future TMC, and all Remote Express Toll Location facilities via a Communication Trunkline and WAN.

Except as may be expressly indicated elsewhere, all toll system infrastructure required for the TCS at the designated remote Express Toll Locations will be provided and installed by others. The principle items of work and primary components of the TCS infrastructure at each remote Express Toll Location shall include, but are not limited to:

- GFRP Bar Reinforced Pavement Section;
- Retaining Walls and Coping Details;
- Drainage Features;
- Civil Site Work, including Grading, Access Driveways, and Fencing;
- All toll gantry procurement and installations, including foundations and gantry structures;
- ILP concrete foundation slab. The ILP's are to be provided with appropriate environmental protection and climate controls for housing the electronic equipment by the SI;
- Conduit and ground boxes providing connections between the ILP's and the ETC Lane equipment installations. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- Gantry and ILP enclosure lightning protection air, terminal, Down Conductors, ILP Master Bus Bar, and Ground Electrodes. Equipment connection to the Ground Electrode for the ILP enclosure Master Ground Bus Bar will be provided by Others;
- Power and WAN communication services up to the location of the proposed ILP enclosures;
- Provide, install, and incorporate natural gas lines, if available. NOTE: SI is to coordinate and provide generator requirements including locations for gas feeds for the Emergency Generators;
- Concrete foundations for Emergency Generators and associated fuel tanks; and
- All signing, pavement markings, traffic barriers and other roadway appurtenances required at each remote Express Toll Location.

Refer to the Fixed Price Tolling Standards that were issued by the CTRMA on November 2013, which is included as *ATTACHMENT D*.

A7.0 Toll Facilities Responsibility Matrix

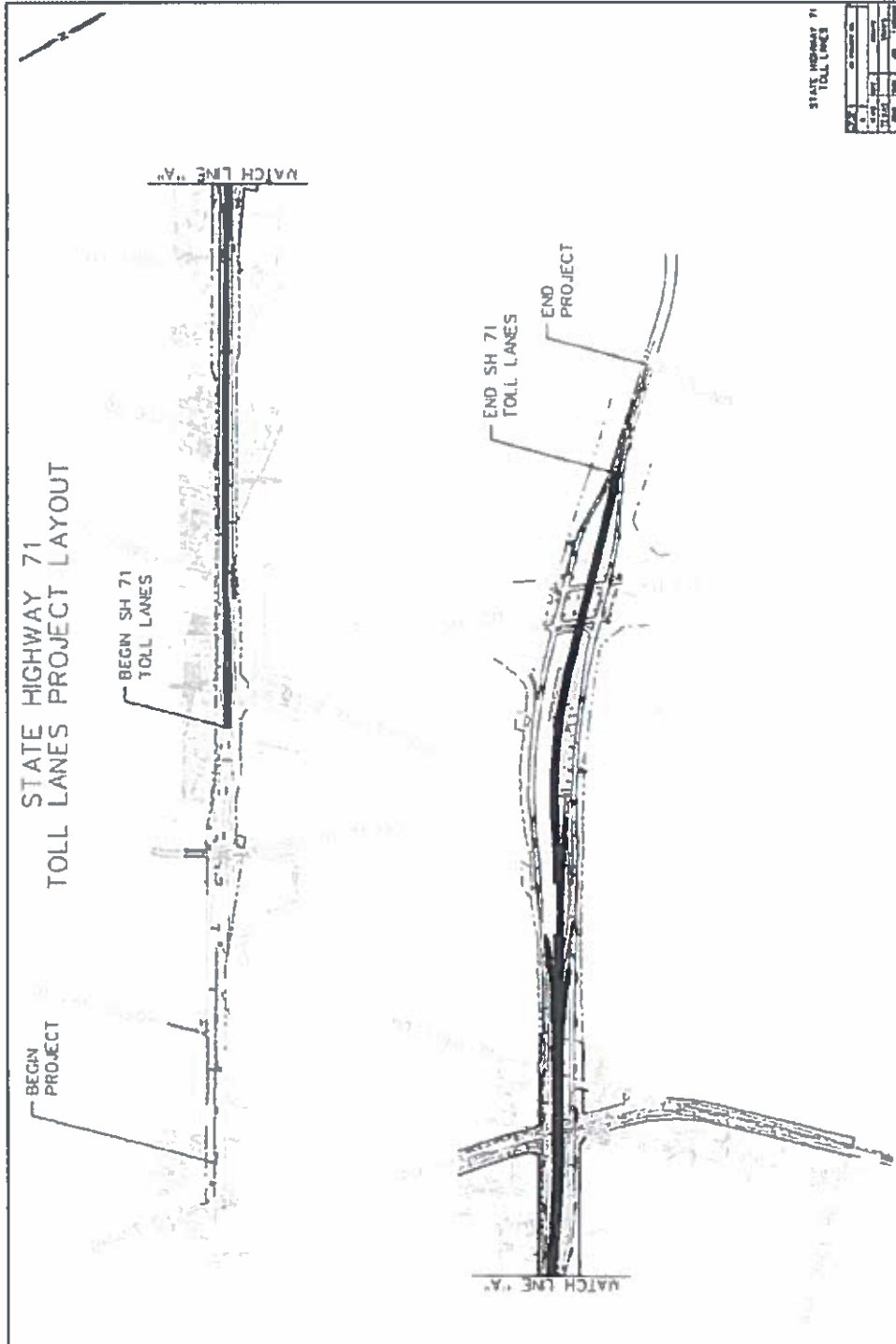
For this work authorization, the SI is responsible for design and coordination of the various aspects of the TCS as identified in *ATTACHMENT C - Toll Facilities and ITS Responsibility Matrix*, and shall work with the CTRMA, TxDOT, roadway designers and contractors, and others as described herein.

A8.0 Project Schedule

The Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization No. 12 as presented in *ATTACHMENT F*.
[END OF SECTION]

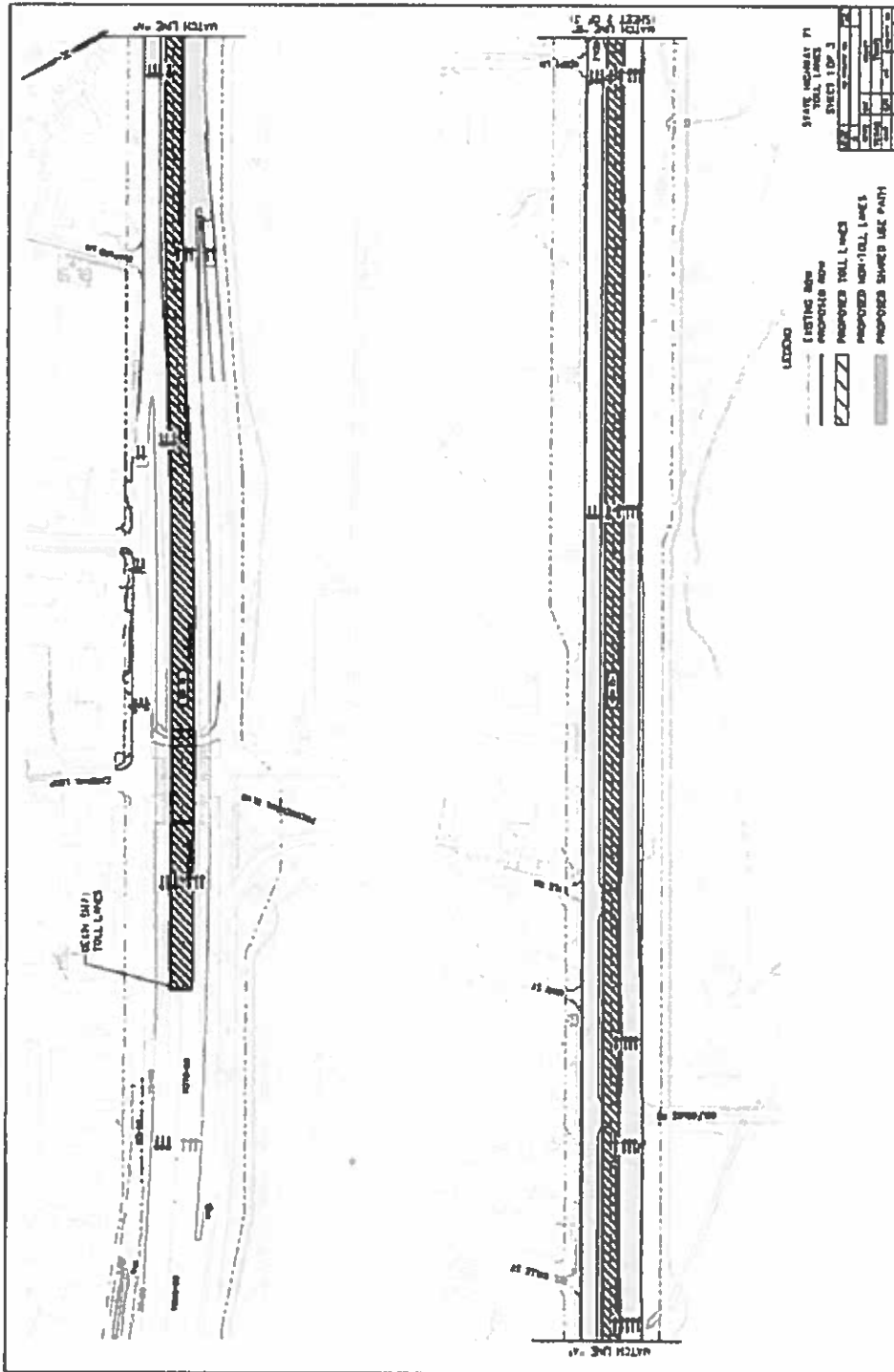
ATTACHMENT B

TOLL SYSTEM LAYOUT
State Highway 71 Toll Lanes



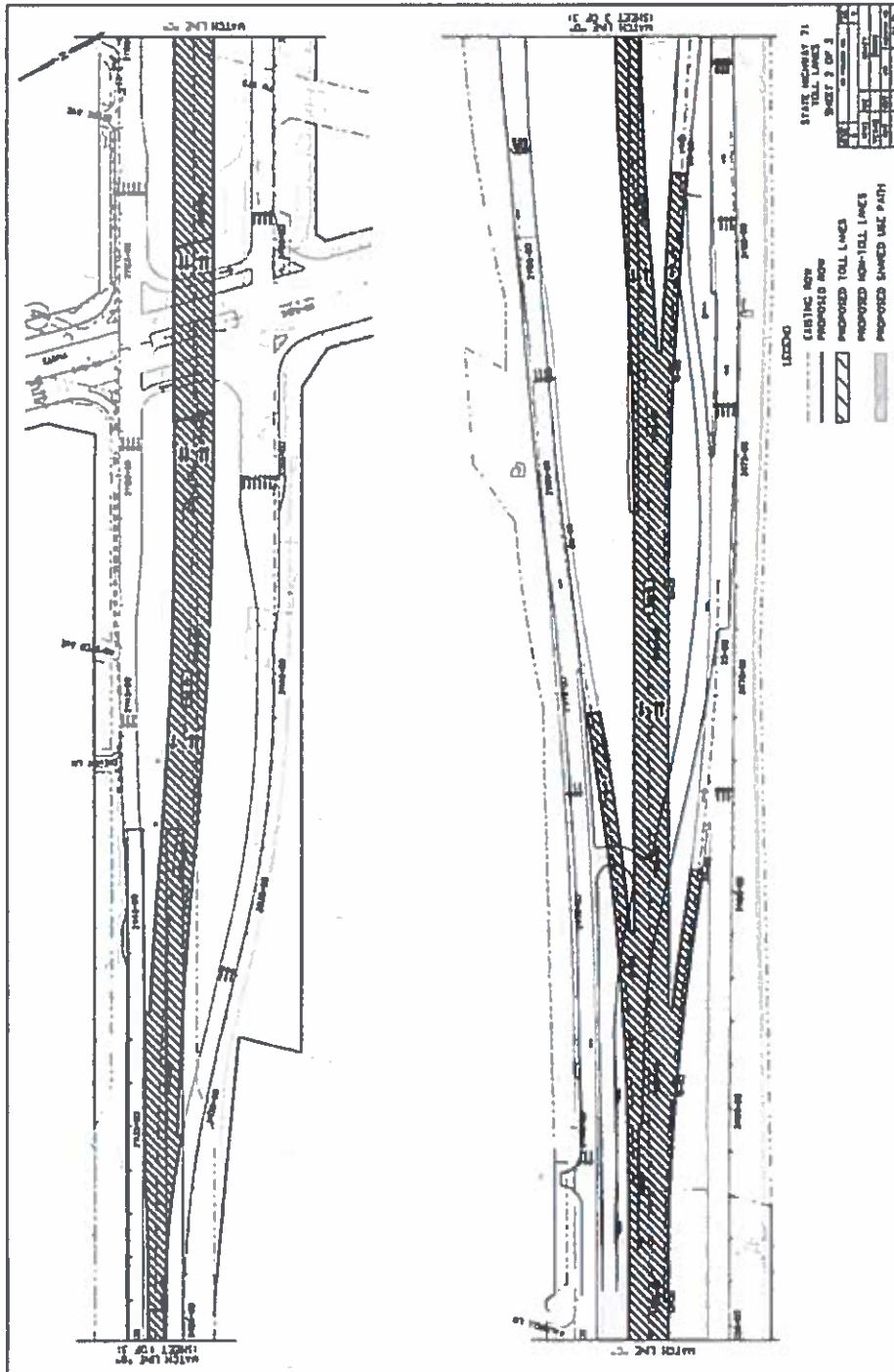
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Toll System Implementation
Work Authorization No. 12



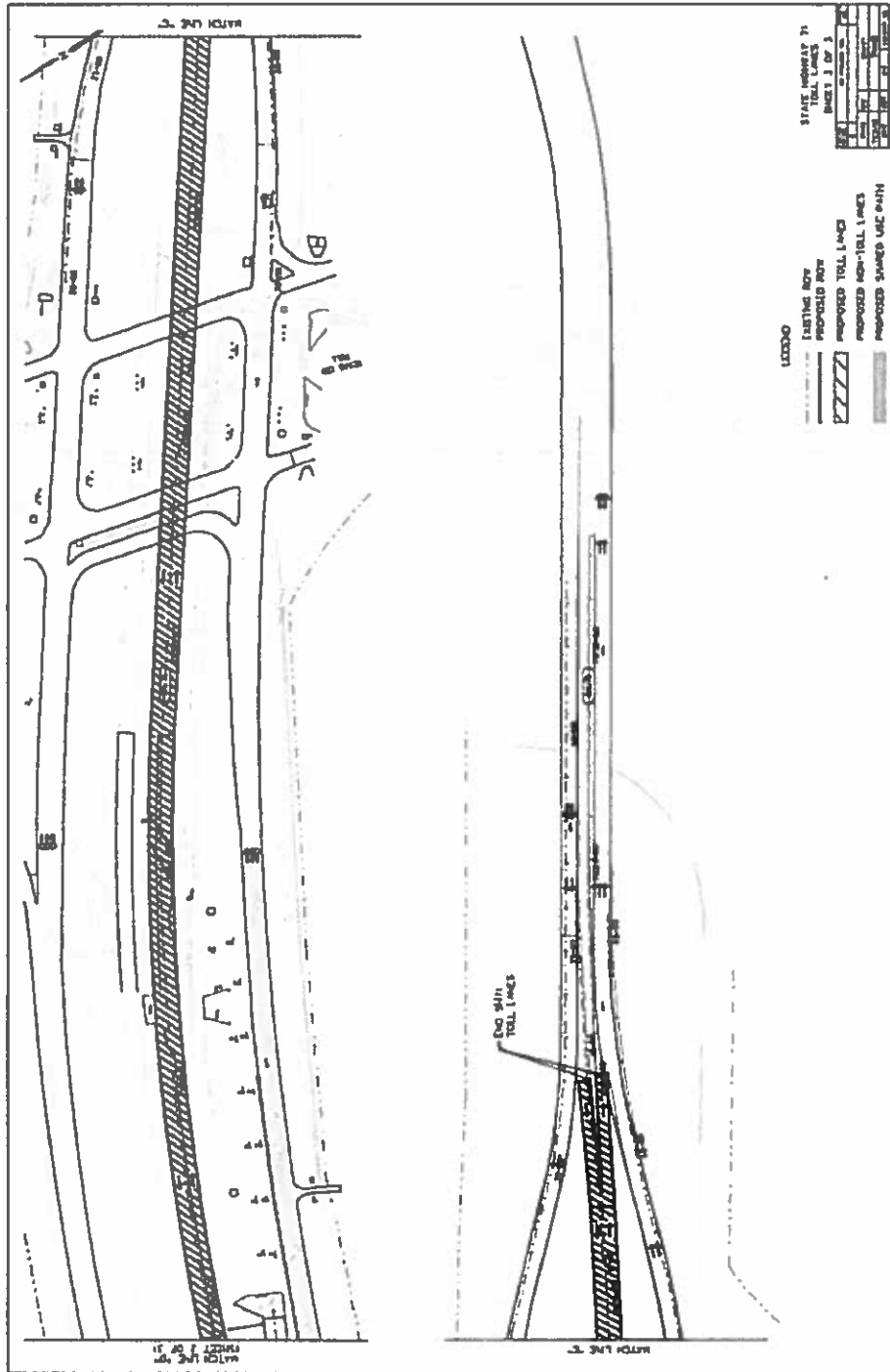
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Toll System Implementation
Work Authorization No. 12



DRAFT

Toll System Implementation
Work Authorization No. 12



ATTACHMENT C
TOLL FACILITY RESPONSIBILITY MATRIX

DRAFT

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
GENERAL REQUIREMENTS							
Schedule	P	P	P	S	C	S	DB must accommodate and incorporate the SI scheduled activities into the DB schedule. All schedule changes or updates which impact the SI tasks must be agreed to by the SI prior to submittal to the Mobility Authority. A weekly schedule must be distributed and incorporate any SI updates or changes.
Request for Early Opening	P	P	P	S	S	S	SI must be able to match schedule request for early opening to conform to requirements in RFDP.
Design Package – Installation and Electrical Design and Plans	P	P	P	C	N	C	DB to incorporate all SI requirements and specifications into Structural and Electrical Design Packages. SI to provide approval prior to issuance of Released For Construction (RFC) plans.
Grading	P	P	P	C	N	C	
Drainage	P	P	P	C	N	C	No culverts or pipes under tolling zones.
Utilities/Electrical Services	P	P	P	S	C	C	SI to provide specific power requirements for the Toll System. DB to incorporate into toll facilities design and construct power utilities interface, and all power infrastructure.
Traffic Control/Safe work zone	P	P	P	S	N	C	SI to provide DB detailed lane closure requirements and schedule for installation and testing.
Signing	P	P	P	C	N	N	All toll signing must be coordinated with and approved by the Mobility Authority. If toll price signs utilize changeable electronic signs, the DB will provide the static sign and the SI will provide the electronic insert.
Striping	P	P	P	S	N	C	SI to coordinate striping with pavement loop locations.
Lighting	P	P	P	S	C	S	Roadway and toll location lighting provided by DB. SI to provide lighting requirements in vicinity of toll locations and locations of other Toll System equipment. DB to confirm that lighting does not obstruct toll related signing or impede the Toll System.

**TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project**

DRAFT

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S			Coordination Responsibility Only: C			No Responsibility: N
Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
Landscaping	P	P	P	C	N	N	
Fencing/Guardrail/Bollards/Concrete Barrier	P	P	P	S	C	C	SI to provide requirements for specific equipment clearances for Toll System. DB to incorporate into roadway design. SI to confirm that design plans meet requirements.
TOLL SYSTEM: LOCATIONS, LAYOUTS, STRUCTURES, MOUNTS/BRACKETS							
Locations and Layouts	P	P	P	S	C	C	SI to provide specific locations for the Toll System. SI to provide requirements for specific lane and facility layouts. DB to incorporate into Design Packages. SI to review and approve.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	P	P	P	S	C	S	SI to provide requirements for conduits (for SI installed power and communications cables, including specific requirement for below ground conduits for the loops), junction boxes, and power needs for the Toll System. DB to incorporate into structural design, including electrical grounding, bonding. DB to provide and install junction boxes and conduit pull strings and bell ends for all conduits up to one foot above pole and gantry foundation. The DB will require SI to sign off on below-ground conduits for the loops prior to installation of special pavement structure.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	S	C	S	P	P	P	SI to install conduits from one foot above grade to all Toll System components.
Equipment Mounts on Brackets/Frames	S	N	C	P	P	P	SI to procure and install all Toll System equipment, and related cable & wiring, including communications from roadside cabinets to the equipment mounted on the gantries. SI to provide requirements for all brackets and frames needed to attach SI procured equipment to DB provided truss.
Equipment Brackets/Frames on Gantries	P	P	P	S	N	C	DB to provide and install all frames needed to attach all SI procured equipment. SI to provide locations for installation to the DB. SI to provide and install all mounting brackets required for tolling equipment.

TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project

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Responsibility Assignment Legend							Comments Other Responsibility/Information
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
Pavement structure, including special nonferrous zones and conduit stub-outs for in-pavement sensors/loops	P	P	P	S	N	C	SI to provide requirements for special pavement structure at toll gantry areas. SI shall coordinate joint spacing to avoid conflicts with loop placement and sign off on riser locations before concrete pour. DB to assure ferrous objects (i.e. rebar, grates, pipes, etc.) are not in toll revenue collection detection system(s) zone of influence. DB to locate loop risers after pavement is poured.
EQUIPMENT CABINETS							
Toll Equipment Cabinets	C	N	S	P	P	P	SI to provide size and number of cabinets needed for Toll System. DB shall incorporate location into site grading and drainage. SI to procure and install environmentally controlled cabinets. The environmentally controlled enclosures provided by SI must comply with the America Society of Heating, Refrigeration, and Air Conditioning Engineers Thermal Guidelines for Data Processing Environments. DB to provide traffic control devices and safe working conditions for SI during installation of all toll equipment.
Toll Equipment Cabinet Site (TEC) and Roadside Equipment Cabinet Base Slabs	P	P	P	S	N	C	SI to provide requirements for specific equipment weight and anchorages for cabinets to the DB. DB to incorporate into Roadway Design. DB to install slabs with conduit plumbing.
Facility Security and Security Communications at Toll System locations	C	N	C	P	P	P	SI to provide security communications for all toll system equipment. DB to incorporate into the Roadway Design.
TOLL SUB-SYSTEMS							
Automatic Vehicle Identification (AVI) Antennas and Readers	N	N	S	P	P	P	SI to provide AVI System Mounts, Wiring and Cables. SI will perform all AVI system installation and terminations, and to make the connections to the electronics in the cabinets.
Automatic Vehicle Classification and Detection (AVC) and (AVD)	N	N	S	P	P	P	SI to install, connect and terminate AVC and/or AVD System mounted on the gantries and/or

**TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project**

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Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
In-Pavement Sensors/Loops	N	N	S	P	P	P	installed in the pavement to the electronics in the cabinets. SI to saw cut pavement, procure, install, and seal pavement sensors with approved sealant. DB to assure ferrous objects (i.e. rebar, grates, etc.) are not in toll revenue collection detection system(s) zone of influence.
Video Capture Sub-System (VCS/VES) Cameras, Illumination, Sensors and Servers	N	N	S	P	P	P	SI to provide, install, terminate all Video Capture Sub-System (VCS/VES) equipment.
In-Lane Processing Servers and Electronics	N	N	N	P	P	P	SI to provide, install, connect, and terminate all electronics in the cabinet and assures proper communications to the devices on the gantry and/or in the pavement.
POWER DISTRIBUTION SUB-SYSTEM							
Metered power service at each location:	P	P	P	C	N	C	SI to provide power requirements and special requirements for construction of utilities near each Toll System. DB to provide and install necessary conduit & junction/pull boxes.
Metered power service at each toll location:	C	N	C	P	P	P	The SI shall provide and install all other wiring, switches, surge protection/suppression, etc. for power from the meter for the Toll System equipment. SI will terminate all power wiring from ATS at Toll System.
Generators & Automatic Transfer Switches (ATS)	S	N	C	P	P	P	SI to provide generators, ATS, generator cabinets, wiring, connect and terminate all power at the Toll System sites.
Generator Power Source is Natural Gas (if applicable)	P	P	P	S	N	C	If natural gas is available, the DB shall provide, install and incorporate the gas lines into the roadway design. SI to coordinate and provide generator requirements including location for gas feed.
Generator Power Source is propane or diesel	S	N	C	P	P	P	The SI shall provide, and install the propane/diesel tank for the generator if natural gas is not a viable option for the project. The Mobility Authority will

TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project

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Responsibility Assignment Legend							
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Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
							decide if propane or diesel will be used.
Uninterruptible Power Supplies (UPS)	S	N	C	P	P	P	SI to provide and install Uninterruptible Power Supply Systems (UPS) in the cabinets. UPS will be required for the Toll System.
Lightning Protection & Grounding	P	P	P	S	C	C	SI to provide specific requirements for equipment lightning protection and grounding. DB to furnish and install required lightning protection and grounding.
COMMUNICATIONS SUB-SYSTEMS							
Conduits/Ducts & Junction/Pull Boxes/Outlets	P	P	P	S	C	S	SI to provide specific Communications design requirements including location of long-radius sweep conduit bends. DB to incorporate into the roadway design and install including conduits, junction boxes, bell ends with pull strings. The DB Contractor shall verify that all duct banks and conduits are clear and have pull strings prior to the beginning of the Toll System installation.
Fiber Optic cabling in conduits for Toll System	S	S	S	P	P	P	SI to provide fiber requirements for Toll System. DB to incorporate into design of backbone and laterals. SI to furnish and install along the corridor from communication hub to cabinets.
Toll Hardware in Cabinets	C	N	C	P	P	P	SI to provide and install all toll hardware within the cabinets. Equipment must be installed in a clean and organized manner and must not be affected by the environmental controls. The SI must provide and install the redundant environmental controls.
Routers	C	N	C	P	P	P	SI to provide, install and configure the routers for connection from hub locations to the Mobility Authority's Traffic Management Center (TMC).
Hubs	N	N	C	P	P	P	If applicable.
Switches	N	N	C	P	P	P	SI to provide, install and configure the switches for connection from tolling to hub locations.
Firewalls	N	N	C	P	P	P	SI to provide, install and configure the necessary firewall for the toll system.
Patch/Distribution Panels	N	N	C	P	P	P	SI to provide and install all the necessary patch and distribution panels to provide Fault Tolerant Single

**TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project**

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Responsibility Assignment Legend							
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Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
Corridor Communications System	S	N	C	P	P	P	Mode Fiber Optic IP-Based Communication System. SI to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System for Toll Revenue Collection Systems
Corridor Communications Conduits	P	P	P	C	N	S	DB to provide branch conduit to the TxDOT ductbank system, including conduit, ground boxes, and terminations
Corridor to Traffic Management Center (TMC)	N	N	N	P	P	P	SI to provide Fault Tolerant IP-Based Communication System to the TMC for Toll Revenue Collection Systems.
Data/Communications Service to each Tolling Location	N	N	N	P	P	P	SI to provide system design plans indicating power and communications/data requirements. SI to install up to the Toll System locations at demark panel.
SYSTEMS SERVERS AND SPACE							
Toll Collection Systems Computer(s)	N	N	N	P	P	P	
Support Equipment at CTRMA Offices	N	N	N	P	P	P	SI to provide data and power wiring schematics, equipment rack/cabinet requirement, and elevations, layouts, floor plans, air flow diagrams, and environmental controls load calculations, electrical power distribution, including grounding, bonding, lightning protection, panel boards, TVSS, circuit breakers conduit, conductors, j-boxes, receptacles.
Systems Servers & Workstations	N	N	C	P	P	P	SI to provide, install and configure all system servers and workstations required at the TMC to support the operations and management of the Project.

TOLL FACILITY RESPONSIBILITY MATRIX
SH 71 Project

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Responsibility Assignment Legend							Comments Other Responsibility/Information
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	DB Contractor (DB)			Systems Integrator (SI)			
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
Federal Communication Commission License Preparation and Submission	C	N	N	P	P	P	SI to provide all information necessary to acquire FCC Licensing to the Mobility Authority.
DUCT BANK & INTELLIGENT TRANSPORTATION SYSTEMS (ITS) – TXDOT OWNED							
Duct Bank Adjustment & ITS relocations design	P	P	P	N	N	N	DB is responsible for the design of any necessary ITS relocations, including, foundations, conduits, electrical services, grounding circuits, and support structures. DB responsible for adjusting any existing duct bank manholes and providing new junction boxes and manholes if in conflict with the project. Coordination with TxDOT will be required.
Duct Bank Adjustments/new connections	P	P	P	S	N	C	DB is responsible for all manhole adjustments and new manhole ties.
Fiber optic cables	P	P	P	N	N	N	Any adjustments to existing cables are DB responsibility.
Relocation of existing CCTV & DMS foundations, conduits, grounding, camera poles, and electrical services	P	P	P	N	N	N	DB is responsible for relocating any existing CCTV and DMS structures and services impacted by the Project Design, including communications and power. Damaged or inoperable equipment shall be moved but not repaired.
Existing and new vehicle detector foundations, conduits, loops, grounding, vehicle detector support structures, and electrical services	P	P	P	N	N	N	DB to coordinate with TxDOT regarding any existing vehicle detector/ loops within the pavement to determine if they need to be replaced/ relocated. The DB will replace/relocate any detectors/loops unless TxDOT prefers to do the work. Any damaged detectors/loops that are to remain must be replaced by the DB.
Vehicle detectors, communications, and equipment enclosures	P	P	P	N	N	N	

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**CENTRAL TEXAS
Regional Mobility Authority**

**FIXED PRICE TOLLING STANDARDS
2 - 4 LANES**

ISSUED: NOVEMBER 2013

**ATTACHMENT D
FIXED PRICE TOLLING STANDARDS**

DRAFT

Project: I-15/US-101 Interchange (I-15/US-101) - Phase 1A, Stationing 1+00.00 to 1+100.00, Section 1A, Stationing 1+00.00 to 1+100.00, Section 1A, Stationing 1+00.00 to 1+100.00, Section 1A, Stationing 1+00.00 to 1+100.00
 Date: 11/11/2014 11:58:00 AM
 User: hntb\jdoyle

GENERAL NOTES

1 REFERENCE SHEET: THE SYSTEM INTEGRATOR SHALL PROVIDE A SUMMARY STATION AND OFFSET TABLE FOR ALL OF THE FOLLOWING FOR EACH GANTRY LOCATION:

AVDS & AVC ENTRY, MIDDLE, EXIT, AND AXLE CONDUIT RISERS (IF NECESSARY)
 AVDS & AVC ENTRY, MIDDLE, EXIT, AND AXLE LOOPS (IF NECESSARY)

2 REFERENCE SHEET: THE DESIGN BUILDER SHALL PROVIDE A SUMMARY STATION AND OFFSET TABLE FOR ALL OF THE FOLLOWING FOR EACH GANTRY LOCATION:

GANTRY COLUMNS & TRUSSES
 PAVEMENT SECTION JOINTS (JOINTS SHALL BE DESIGNED SO THAT NO LOOP CROSSES ANY JOINT)

3 TXDOT ELECTRICAL DETAIL SHEETS SHALL APPLY.

4 NATIONAL ELECTRIC CODE (NEC), NFPA 780, NESC REQUIREMENTS SHALL APPLY.

5 TXDOT ITEM 618 SHALL GOVERN FOR ALL CONDUIT REQUIREMENTS.

6 TXDOT ITEM 620 SHALL GOVERN FOR ALL ELECTRICAL CONDUCTION REQUIREMENTS.

7 TXDOT ITEM 624 SHALL GOVERN FOR ALL GROUND BOXES. HS 20 LOAD RATING REQUIREMENTS SHALL GOVERN IN ALL LOCATIONS SUBJECT TO TRAFFIC LOADING.

8 TXDOT ITEM 628 SHALL GOVERN FOR ALL ELECTRICAL SERVICES. THE DESIGN BUILDER SHALL CONTACT RESPECTIVE UTILITY FOR LOCATION OF ELECTRICAL SERVICE.

9 SITE CONDITIONS MAY REQUIRE MODIFICATION TO THE JCP TO EXISTING PAVEMENT TRANSITION.

10 DETAILS ARE SUBJECT TO REVISIONS PERIODICALLY AS REQUIRED BY SYSTEM INTEGRATOR TECHNOLOGIES.

INTERIM REVIEW ONLY
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 permit, bidding or construction.
 Date: 11/11/14 11:58:00 AM
 User: hntb\jdoyle

HNTB Inc. Corporation
700 West 10th Street
Fort Worth, Texas 76102

Regional Mobility Authority

**FIXED PRICE
TOLLING STANDARDS
GENERAL NOTES**

NO.		DATE		REVISION
1	11/11/14	11:58:00 AM		ISSUED FOR INFORMATIONAL USE ONLY

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Project: I-75/US 41 Bypass - Interchange 10 (I-75/US 41) - 2020 - 2021
 Revision: 1
 Drawing: I-75/US 41 Bypass - Interchange 10 (I-75/US 41) - 2020 - 2021 - ABBREVIATIONS
 Date: 07/15/2020
 Author: [REDACTED]
 Checker: [REDACTED]
 Engineer: [REDACTED]
 Project Manager: [REDACTED]
 Designer: [REDACTED]
 Drafter: [REDACTED]

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	LPS	LIGHTNING PROTECTION SYSTEM
ANT	AVE ANTENNA	LO#	LANE "NUMBER X"
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	MSE	MECHANICALLY STABILIZED EARTH
ATS	AUTOMATIC TRANSFER SWITCH	NEC	NATIONAL ELECTRICAL CODE / NFPA 70
AVC	AUTOMATIC VEHICLE CLASSIFICATION	NESC	NATIONAL ELECTRICAL SAFETY CODE
AVDS	AUTOMATIC VEHICLE DETECTION	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
AVI	AUTOMATIC VEHICLE IDENTIFICATION	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
AWG	AMERICAN WIRE GAUGE	N.T.S.	NOT TO SCALE
CCTV	CLOSED CIRCUIT TV	OSB	OVERHEAD SIGN BRIDGE
COMM	COMMUNICATIONS	PVC	POLYVINYL CHLORIDE CONDUIT
COSS	CANTILEVER OVERHEAD SIGN SUPPORT	RPC	REINFORCED CONCRETE PAVEMENT OR PIPE
CURB	CURB & GUTTER	RMC	RIGID METAL CONDUIT / STD 40J GALVANIZED
CRCP	CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	SH	LEFT SHOULDER LANE
EPEC40	EXTRUDED POLYETHYLENE ELECTRICAL CONDUIT NEMA TC-1 SCHEDULE 40	SCH 40	NEMA TC 2 NOMINAL PIPE SIZE SCHEDULE 40 CONDUIT
EPEC80	EXTRUDED POLYETHYLENE ELECTRICAL CONDUIT NEMA TC-1 SCHEDULE 80	SCH 80	NEMA TC 2 NOMINAL PIPE SIZE SCHEDULE 80 CONDUIT
GAL	GALVANIZED	SSTB	SINGLE SLOPE TRAFFIC BARRIER
GR	GROUND BOX	STA	CHAIN-BASE ALIGNMENT STATION
GB#	GROUND BOX "#"	TEC	TOLL ELECTRONICS CABINET
GEN	GENERATOR	TDS	TRAFFIC DETECTION SYSTEM
GFRP	GLASS FIBER REINFORCED POLYMER	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
ETC	ELECTRONIC TOLL CONFIGURATION	UL	UNDERWRITER LABORATORY
FOC	FIBER OPTIC CABLE	UPS	UNINTERRUPTABLE POWER SUPPLY
HDPE	HIGH DENSITY POLYETHYLENE CONDUIT	VES	VIOLATION ENFORCEMENT SYSTEM / VIDEO TOLLING
HMAC	HOT MIX ASPHALTIC CONCRETE		
HS-20	ASHMD TRUCK LOADING REFERENCE MODEL		
HSS	HIGH STRENGTH STEEL		
KB	KILOWATT		
JCP	JOINT REINFORCED CONCRETE PAVEMENT		
LP	LIQUEFIED PETROLEUM (GAS) / NATURAL GAS OR DIESEL MAY BE SUBSTITUTED FOR PROPANE 1250 GALLON TRUCK		

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 Approved: [REDACTED]
 P. O. Box No.: [REDACTED]
 Date: 07/15/2020

 HNTB <small>INCORPORATED</small> <small>100 YEARS OF EXCELLENCE</small> <small>1906 (THE REGISTRATION NO. IS 400)</small>													
 <small>FEDERAL HIGHWAY ADMINISTRATION</small> <small>U.S. DEPARTMENT OF TRANSPORTATION</small>													
FIXED PRICE TOLLING STANDARDS ABBREVIATIONS													
<small>07/15/2020</small>													
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DATE	BY	REVISION											

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North Carolina Department of Transportation, 4300 East Salisbury Street, Raleigh, North Carolina 27617-1712

- GROUND/PULL BOX
- GENERATOR
- COMMUNICATIONS
- ELECTRICAL SERVICE
- SUPPORTING COLLAR
- JUNCTION BOX
- DISCONNECT SWITCH
- AUTOMATIC TRANSFER SWITCH (ATS)
- AUTO VEHICLE CLASSIFICATION LOOP
- AUTO VEHICLE DETECTION LOOP
- CONDUIT
- PROPANE TANK (250 GALLON TANK)
- ENCASED CONDUIT
- BLACK VINYL FENCE (6 FT TALL)
- TOLL ELECTRONICS CABINET

INTERIM REVIEW ONLY
Approved: [Signature]
Approved: [Signature]
Approved: [Signature]
Approved: [Signature]

HNTB HNTB Corporation
Regional Mobility Authority
900 11th Street, Suite 2000, Raleigh, NC 27603
Phone: (919) 990-1100

Central Toll
Regional Mobility Authority
**FIXED PRICE
TOLLING STANDARDS
SYMBOLS USED**

3-1

Revision	By	Date	Description
1			
2			
3			
4			
5			

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TERMS & CONDITIONS

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9. THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND FINAL AGREEMENT OF THE PARTIES HERETO. RECEIVER ACCEPTS THE AFORESAID TERMS AND CONDITIONS.

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 Detailed description and intended use
 purpose, including of construction
 equipment, etc. (if any)
 File name: 15-0001-F013
 Date: 15-0001-F013



HNTB HNTB Corporation
14000 North Loop West
Houston, Texas 77040

1987-1990 HNTB/TPM/ML - 000



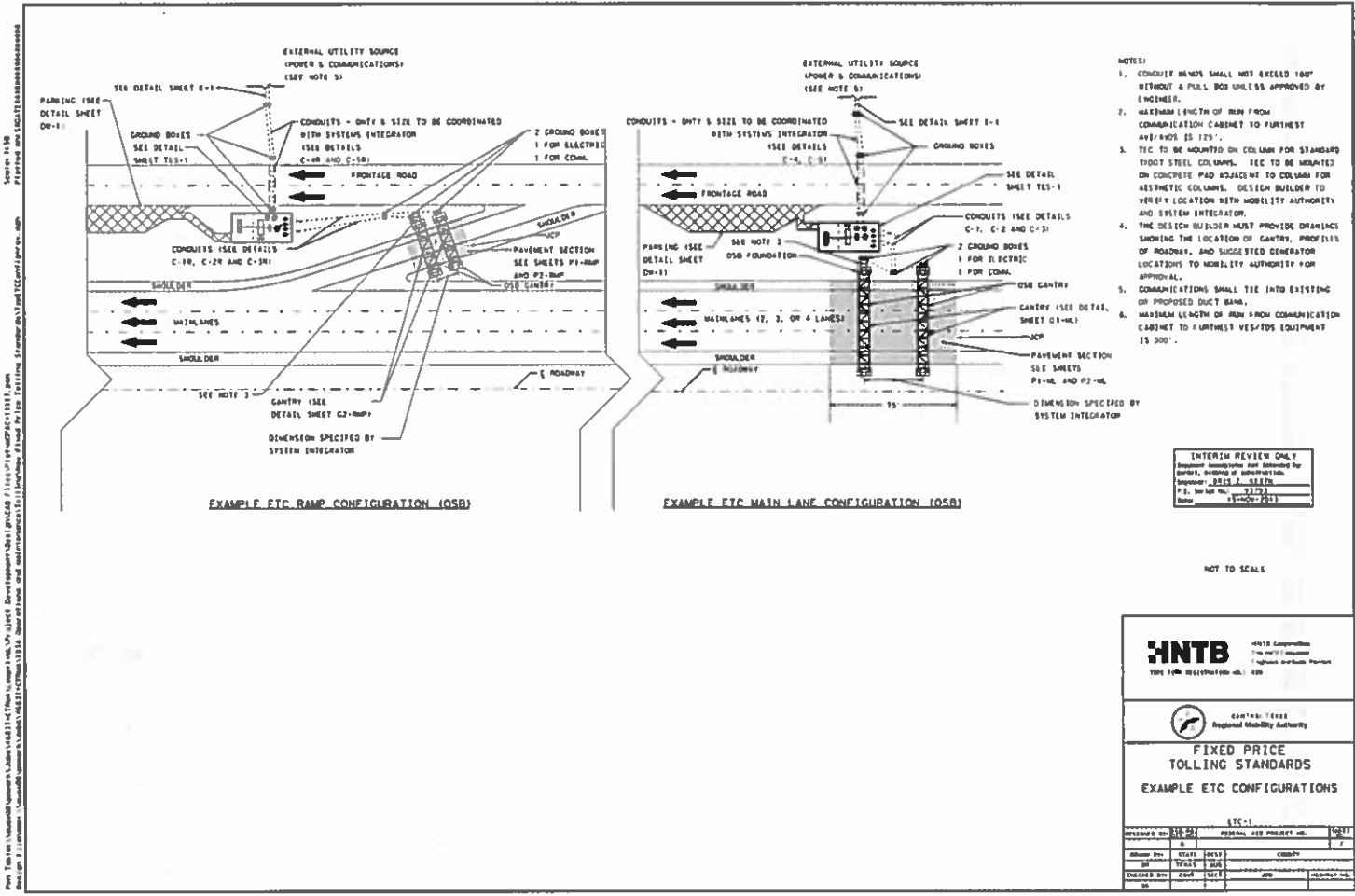
(512) 401-1248
Regional Mobility Authority

**FIXED PRICE
TOLLING STANDARDS
TERMS AND
CONDITIONS**

REVISION		DATE	BY	DESCRIPTION

HNTB Corporation, 14000 North Loop West, Houston, Texas 77040
 HNTB/TPM/ML - 000
 15-0001-F013
 15-0001-F013

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- NOTES:
1. CONDUIT HANDS SHALL NOT EXCEED 180" WITHOUT A PULL BOX UNLESS APPROVED BY ENGINEER.
 2. MAXIMUM LENGTH OF RUN FROM COMMUNICATION CABINET TO FURTHEST ANTENNA IS 125'.
 3. ETC TO BE MOUNTED ON COLUMN FOR STANDARD TYPED STEEL COLUMNS. ETC TO BE MOUNTED ON CONCRETE PAD ADJACENT TO COLUMN FOR AESTHETIC COLUMNS. DESIGN BUILDER TO VERIFY LOCATION WITH MOBILITY AUTHORITY AND SYSTEM INTEGRATOR.
 4. THE DESIGN BUILDER MUST PROVIDE DRAWINGS SHOWING THE LOCATION OF GANTRY, PROFILES OF ROADWAY, AND SUGGESTED GENERATOR LOCATIONS TO MOBILITY AUTHORITY FOR APPROVAL.
 5. COMMUNICATIONS SHALL TIE INTO EXISTING OR PROPOSED DUCT BANK.
 6. MAXIMUM LENGTH OF RUN FROM COMMUNICATION CABINET TO FURTHEST VEHICLE EQUIPMENT IS 300'.

INTERIM REVIEW ONLY
 Approved drawings are intended for
 design, construction and installation.
 Project No. 2122
 Date 11/09/11

NOT TO SCALE

HNTB HNTB Corporation
 710 West 11th Street
 Austin, Texas 78701
 Telephone: 512.476.2000
 Fax: 512.476.2001
 www.hntb.com

Central Texas
 Regional Mobility Authority

**FIXED PRICE
 TOLLING STANDARDS
 EXAMPLE ETC CONFIGURATIONS**

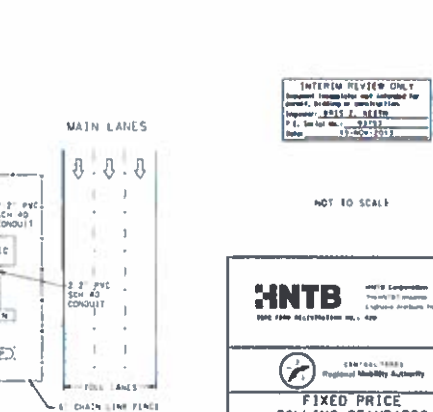
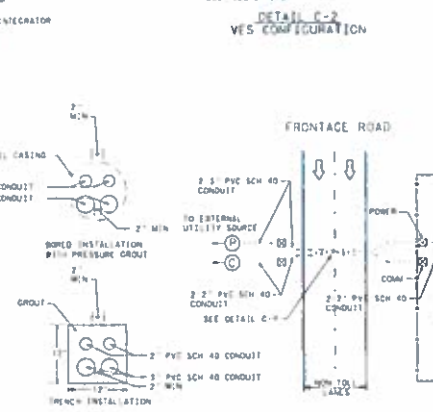
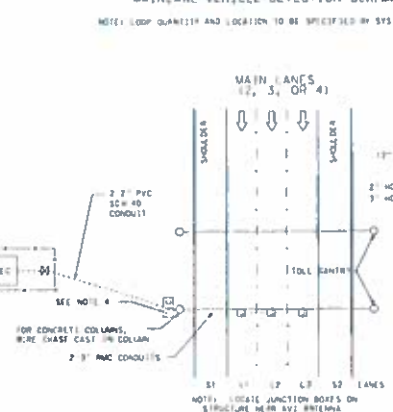
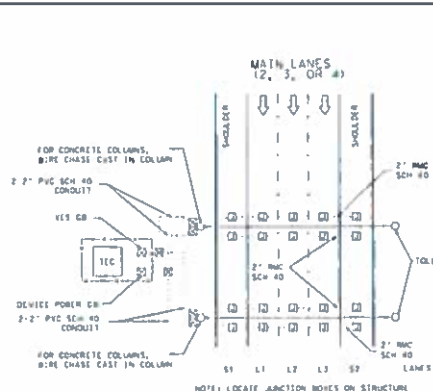
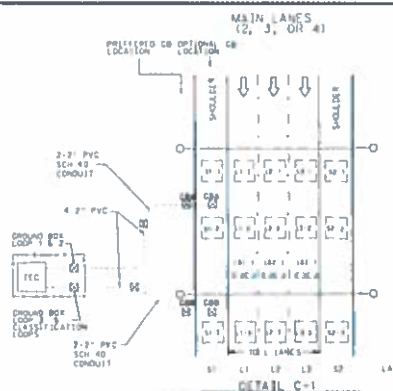
SECTION 111-1

REVISION BY	DATE	DESCRIPTION
0		
1	11/09/11	ISSUED FOR PROJECT NO. 2122
2		
3		
4		
5		
6		
7		
8		
9		
10		

Project No. 2122
 Project Name: Central Texas Regional Mobility Authority
 Project Location: Austin, Texas
 Project Description: Fixed Price Tolling Standards
 Project Start Date: 11/09/11
 Project End Date: 11/09/11
 Project Manager: [Name]
 Project Engineer: [Name]
 Project Designer: [Name]
 Project Checker: [Name]
 Project Approver: [Name]

DRAFT

- NOTES:
- 1) DIMES SHALL BE INCHES AS SHOWN IN PLANS OR AS DIRECTED BY THE ENGINEER.
 - 2) RETAINING WALL SECTIONS SHALL REQUIRE 4" 2" SCH 80 PVC CONDUITS FROM ROADWAY SHOULDER PULL BOX TO A PULL BOX LOCATED ON THE GROUND BY FACE OF RETAINING WALL.
 - 3) DETAIL C-1 MINIMUM CABLE LENGTH FROM S1 AND S1' TO TEC SHALL NOT EXCEED 100'.
 - 4) TEC TO BE MOUNTED ON COLUMN OR STANDARD TRESTLE STEEL COLUMN. TEC TO BE MOUNTED ON CONCRETE PILL ADJACENT TO COLUMN FOR AESTHETIC COLUMN. DESIGN BUILDER TO VERIFY LOCATION WITH MOBILITY AUTHORITY AND SYSTEM INTEGRATOR.
 - 5) FOR DETAILS OF TOLL COLLECTION SYSTEM CONFIGURATION, COORDINATE WITH SYSTEM INTEGRATOR.
 - 6) GROUND BOYS LOCATED IN PAVEMENT SHALL BE PRECAST CONCRETE W/ 20 LBS REBAR W/ 1" REMOVABLE BOLTED COVER. NO AIRWAYS PERMITTED. ALLOWED FOR GROUND BOYS.
 - 7) PROVIDE A MINIMUM OF 2" CLEARANCE BETWEEN TOP OF GROUND AND/OR TRUCK, AND BOTTOM OF PAVEMENT AND/OR CONCRETE STRUCTURE.
 - 8) SYSTEM INTEGRATOR OR MOBILITY AUTHORITY MUST APPROVE OF ALL DETAIL DRAWINGS.
 - 9) WIRES RUNNING IN COLUMNS SHALL EITHER BE IN THE COLUMN IN RECESSED CHASE OR IN CONDUIT FOR TRUSS COLUMNS.
 - 10) ALL GROUND PULL BOX SIZES AND MODELS MUST BE APPROVED BY THE MOBILITY AUTHORITY OR SYSTEM INTEGRATOR.
 - 11) FOR 2 MAIN LANES, REMOVE S2 FOR 4 MAIN LANES, REMOVE S2 & S4.



INTERIM REVIEW ONLY
 Engineer: [Signature]
 Designer: [Signature]
 Date: 07/06/2013

NOT TO SCALE

HNTB HNTB Corporation
 Regional Mobility Authority

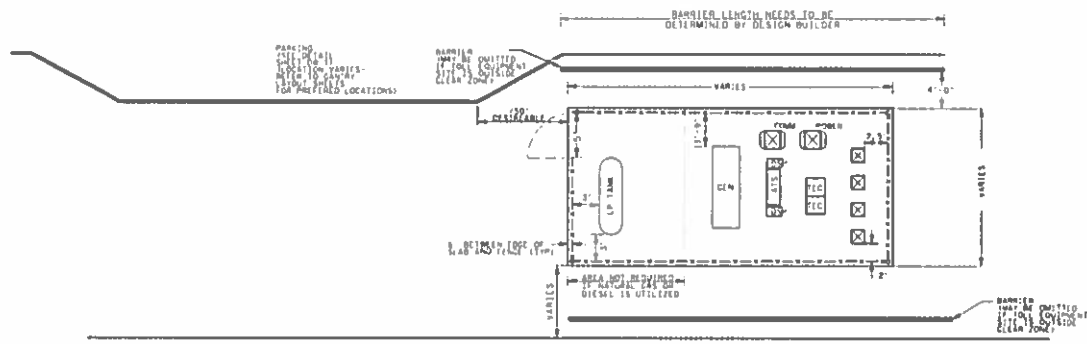
FIXED PRICE TOLLING STANDARDS
 EXAMPLE ETC CONFIGURATION (MAIN LANES)

ETC-1		ETC-2	
SECTION NO.	DESCRIPTION	SECTION NO.	DESCRIPTION
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2	ETC-2	2	ETC-2
3	ETC-3	3	ETC-3
4	ETC-4	4	ETC-4
5	ETC-5	5	ETC-5

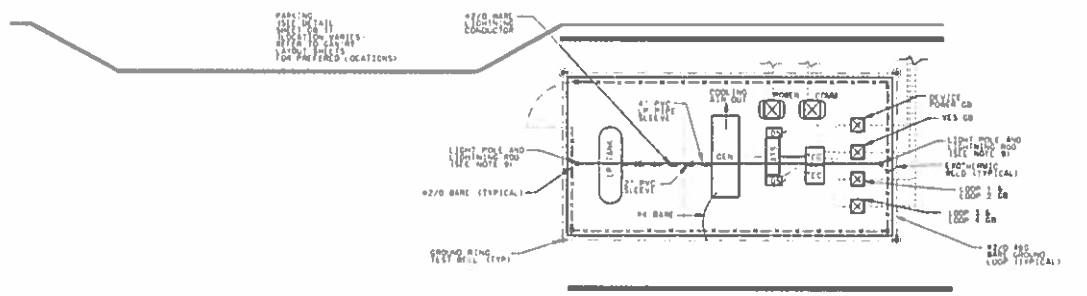
Date: 07/06/2013 11:41:11 AM
 User: [Name]
 Project: [Project Name]
 Drawing: [Drawing Name]
 Scale: [Scale]
 Status: [Status]

DRAFT

Date: 10/15/2014 10:58:58 AM
 User: hntb\jason.miller
 Project: I-75/US 421 Interchange
 Drawing: TOLL EQUIPMENT SITE PLACEMENT DETAILS
 Sheet: 10 of 10
 Scale: AS SHOWN
 Author: jason.miller
 Date: 10/15/2014 10:58:58 AM



DETAIL 1
EQUIPMENT PLACEMENT
AND DIMENSIONS



DETAIL 2
EQUIPMENT PLACEMENT
AND ELECTRICAL RUNS

- NOTES:**
- 1) PARKING MAY BE LOCATED ON EITHER SIDE OF ROAD FUNCTIONAL LAYOUTS MUST BE APPROVED BY MOBILITY AUTHORITY FOR APPROVAL.
 - 2) DESIGN BUILDER SHALL DESIGN ROAD FOUNDATION AND SUBMIT TO MOBILITY AUTHORITY FOR APPROVAL.
 - 3) DESIGN BUILDER SHALL PROVIDE ANCHOR DETAILS FOR ALL EQUIPMENT.
 - 4) TIE, FUEL TANK, GENERATOR, AND TIE'S TO BE PROVIDED BY SYSTEM INTEGRATOR.
 - 5) TIE SHALL HAVE FRONT AND REAR ACCESS LOCKABLE DOORS.
 - 6) TIE SHALL BE INSULATED WITH R-8 FROM INSULATION.
 - 7) TIE SHALL HAVE REDUNDANT ENVIRONMENTAL CONTROL.
 - 8) TIE SHALL HAVE INTRUSION DETECTION SYSTEM.
 - 9) 18' ALUMINUM LIGHT POLE AND LIGHTING ROD WITH 120V/240V OR EQUIVALENT LED OUTDOOR LIGHT FIXTURE WITH PHOTO CELL.
 - 10) DESIGN BUILDER SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION FOR ALL EQUIPMENT PLACEMENT LOCATIONS.
 - 11) DESIGN BUILDER SHALL DETERMINE NUMBER OF BIRLS, SIZE OF BIRLS AND CONDUIT SIZE RELIED TO MEET NEC AND ROAD REQUIREMENTS.
 - 12) TIE CABINET TO BE RUAL 334 OR EQUIVALENT.
 - 13) ALL GROUND/PULL BOX SIZES AND MODELS MUST BE APPROVED BY THE MOBILITY AUTHORITY OR SYSTEMS INTEGRATOR.

INTERIM REVIEW ONLY	
DESIGNED BY	DATE
CHECKED BY	DATE
DATE	DATE

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HNTB HNTB Corporation
 1100 North Main Street
 Fort Worth, Texas 76102
 www.hntb.com

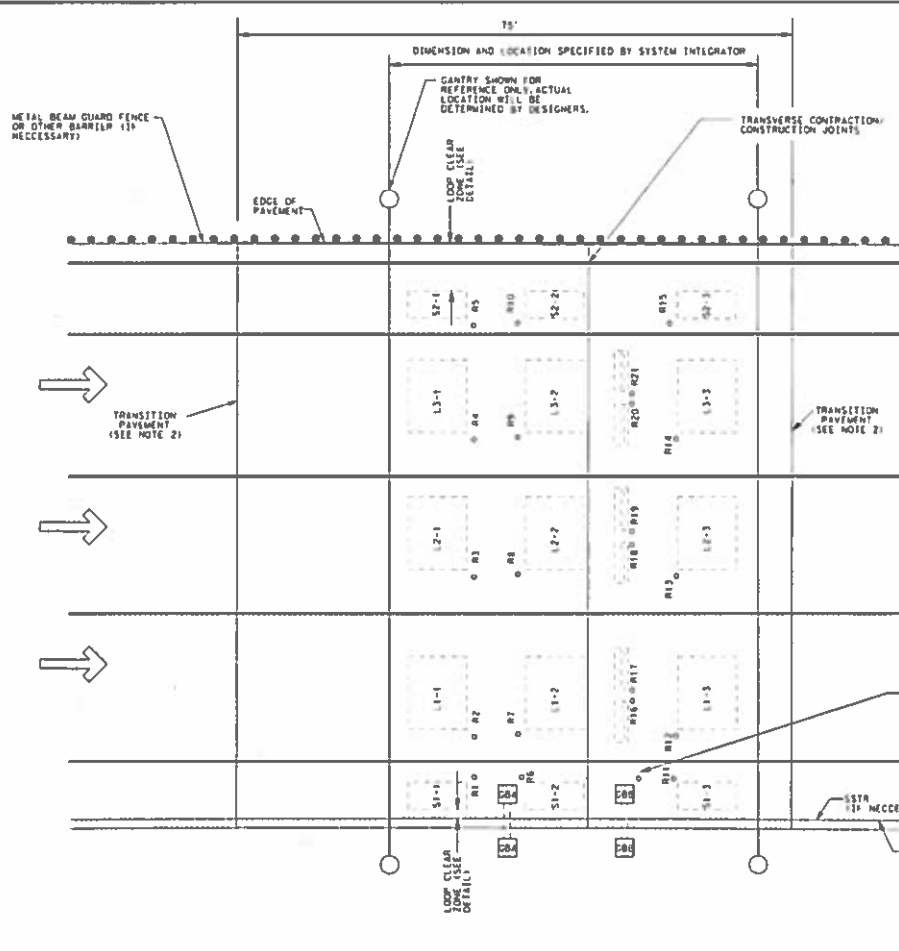
CONTRACT NUMBER
 Regional Mobility Authority

**FIXED PRICE
 TOLLING STANDARDS
 TOLL EQUIPMENT SITE
 PLACEMENT DETAILS**

TABLE 1	
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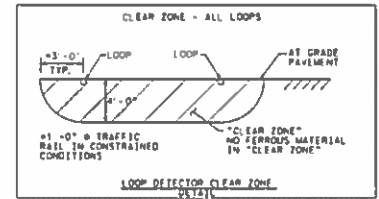
DRAFT

Project: 4110
 Location: 4110
 Date: 11/11/11
 Author: J. J. ...
 Title: ...
 Scale: ...
 Drawing No.: ...
 Revision: ...
 Status: ...
 Comments: ...



GENERAL NOTES

1. JOINT DETAILS ARE PROVIDED ON THE JOINTED CONCRETE PAVEMENT (JC-1) STANDARD DETAIL SHEET.
2. SEE TERMINAL ANCHOR JOINT DETAIL FOR CRCP TO JCP PAVEMENT DETAIL ON SHT. 22. SEE CSTD-1 FOR JCP TRANSITION TO ASPHALT.
3. TRANSVERSE JOINT SPACINGS SHOWN ARE MEASURED ALONG THE OUTSIDE EDGE OF PAVEMENT. TRANSVERSE JOINTS SHALL BE RADIAL TO THE BASELINE.
4. PROVIDE BOTH MEMBRANE AND NET MAT CURING. ACI MEMBRANE CURING IMMEDIATELY AFTER TEXTURING. PROVIDE NET MAT CURING IN ACCORDANCE WITH TxDOT ITEM 420.201A. AFTER MEMBRANE CURING HAS BEEN APPLIED AND AS SOON AS PRACTICAL SO AS NOT TO DAMAGE THE SURFACE FINISH.
5. SAW JOINTS TO A DEPTH OF 3" ON THE PAVEMENT THICKNESS DIVIDED BY FOUR (4), WHICHEVER IS GREATER, AS SOON AS SAVING CAN BE ACCOMPLISHED WITH ONE (1) MINOR RAVELING AND COMPLETE SAWING BEFORE THE PAVEMENT BEGINS TO CUR. FOR EACH CONCRETE PLACEMENT INSTALL ONE OR MORE TEMPERATURE SENSORS, 1" BELOW THE SURFACE AND MONITOR TO INSURE TEMPERATURE REQUIREMENTS ARE MET.
6. DESIGN-BUILDER TO COORDINATE LOCATION OF CONSTRUCTION JOINTS WITH SYSTEM INTEGRATOR.
7. FOR 2 MAIN LANES, REMOVE (3). FOR 4 MAIN LANES, ADD (4).



INTERIM REVIEW ONLY
 Issued for Review and Approval for
 General, Location or Amendment Only.
 Designer: J. J. ...
 P. E. License No.: ...
 Date: 11/11/11

HNTB
 HNTB Corporation
 10000 North Central Expressway
 Dallas, Texas 75243-1799
 Phone: 972.961.8200
 Fax: 972.961.8201

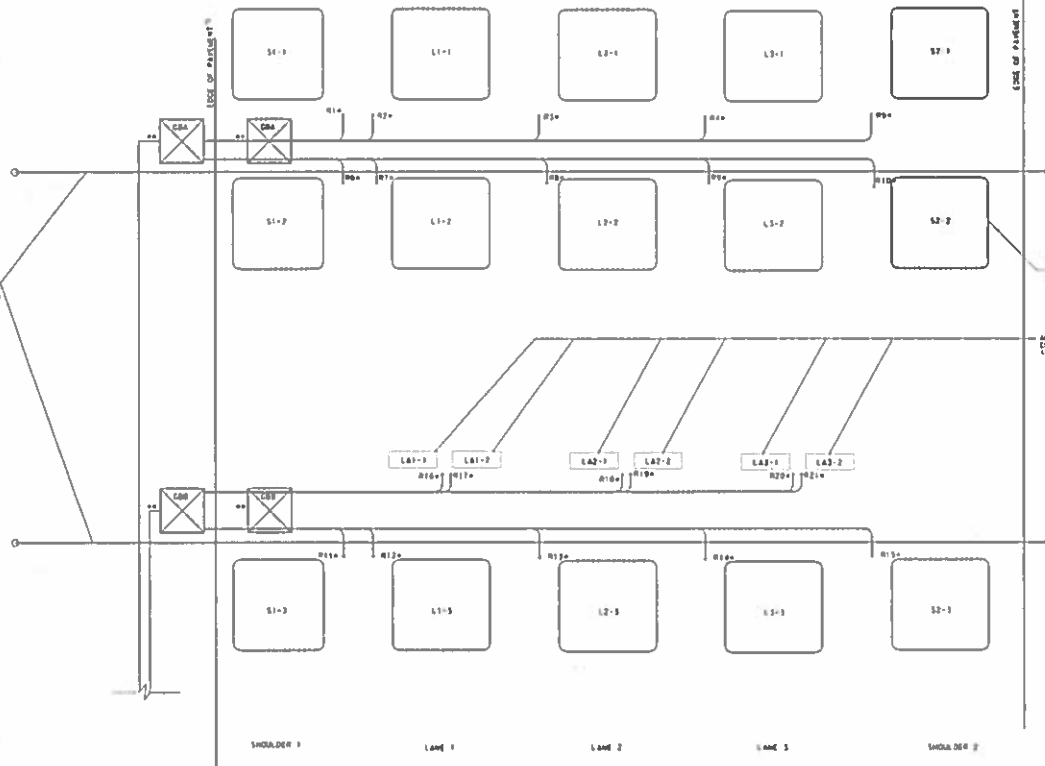
6000th Street
 Regional Mobility Authority

**FIXED PRICE
 TOLLING STANDARDS
 MAINLINE PAVEMENT
 JOINTING PLAN
 AND GROUND
 BOX LAYOUT**
 PE-108

Revised By:	11/11/11	Project:	4110
Drawn By:	J. J. ...	Checked By:	J. J. ...
Date:	11/11/11	Job:	...
Project No.:	...	Job:	...
Sheet No.:	...	Job:	...

DRAFT

SAMPLE LOOP LAYOUT



- GENERAL NOTES:
- 1) THE NUMBER AND LOCATION OF LOOPS AND RISERS TO BE SPECIFIED BY SYSTEM INTEGRATOR.
 - 2) NOT TO BE USED FOR LOOP PLACEMENT UNLESS RISER LOCATION TO BE VERIFIED BY SURVEYOR.
 - 3) PVC SEE DETAIL AT "CONDUIT RISER DETAIL LOOP RISE TO GROUND BOX CONDUIT TRENCH DETAIL".
 - 4) ADDITIONAL CIRC'S MAY BE REQUIRED, COORDINATE NUMBER AND LOCATION WITH SYSTEMS INTEGRATOR.
 - 5) FOR 2 MAIN LANES, PROVIDE L.S. FOR 4 MAIN LANES, ADD L.S.
 - 6) ALL CHASING BOX SIZES AND MODEL'S MUST BE APPROVED BY THE MOBILITY AUTHORITY OR SYSTEMS INTEGRATOR.
- SEE DETAIL AT 04.00 ON CONDUIT RISER DETAIL SHEET. RISER LOCATIONS TO BE SPECIFIED BY SYSTEMS INTEGRATOR.
- SEE DETAIL AT 04.00 ON CONDUIT RISER DETAIL SHEET. FOR CHASING BOXES IS OUTSIDE OF PAVEMENT. IF INSUFFICIENT ROOM IS AVAILABLE OUTSIDE OF PAVEMENT, GROUND BOX SHALL BE INSTALLED BASED ON CHASING BOX IS IN PAVEMENT, IT MUST BE NON-FERROUS.

AUTO VEHICLE CLASSIFICATION

INTERIM REVIEW ONLY

Standard: Interim Review not intended for final, binding or permanent use

Inspector: ELSA J. GREEN

P.E. Number: 2222

Date: 12-09-2013

NOT TO SCALE



CONTRACT NO. 12-10-0000
Regional Mobility Authority

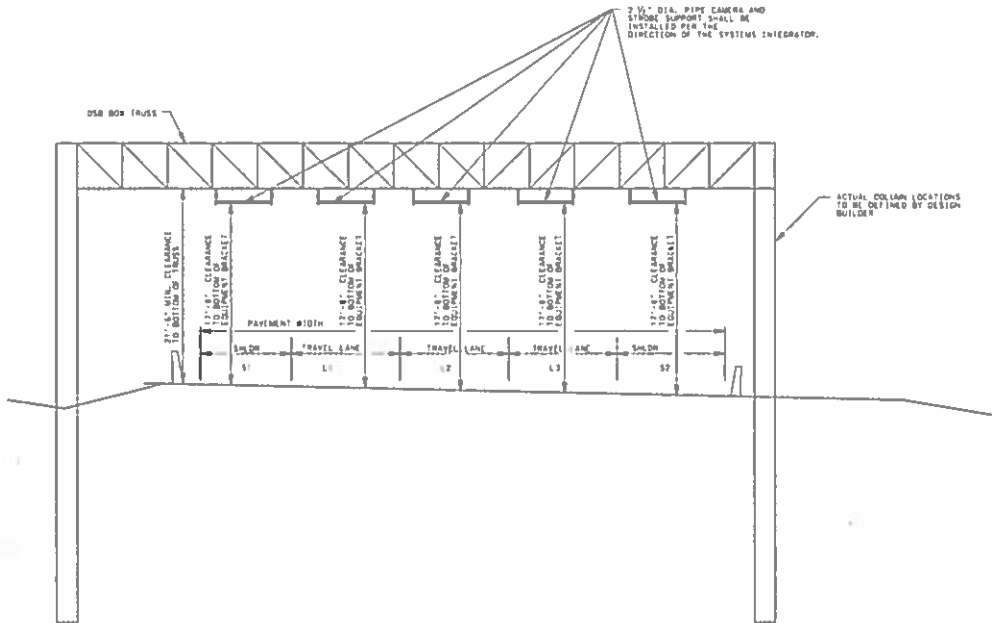
FIXED PRICE TOLLING STANDARDS
GROUND BOX PLACEMENT AND CONDUIT RISER LOCATION (MAIN LANES)

SECTION NO.	DATE	DESCRIPTION	BY	CHECKED BY	DATE
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2					
3					

Project: 12-10-0000 - Regional Mobility Authority - Ground Box Placement and Conduit Riser Location (Main Lanes) - Fixed Price Tolling Standards
 Date: 12/9/13
 Author: ELSA J. GREEN
 Checker: ELSA J. GREEN
 Date: 12/9/13

DRAFT

Project: I-95 Mainline Gantry Tolling Standards - Mainline Gantry Cross-Lane Tangent Elevation View
 Date: 11/11/2014
 Author: J. [unreadable]
 Title: [unreadable]



- NOTES**
1. TWO (2) BRACKETS ARE REQUIRED FOR EACH LOCATION SHOWN. BRACKETS SHALL BE ADJUSTABLE TO ALLOW FOR POSITIONING IN ACCORDANCE WITH THE SYSTEMS INTEGRATOR'S SPECIFICATIONS. DESIGN BUILDER MUST COORDINATE INITIAL POSITIONING LOCATION WITH THE SYSTEMS INTEGRATOR.
 2. BRACKETS ARE REQUIRED TO BE INSTALLED ON ALL GANTRY TRUSSES. LOADERS ARE REQUIRED TO BE INSTALLED ON ALL GANTRY COLUMNS.
 3. FOR 2 MAIN LANES, REMOVE L.S. FOR 4 MAIN LANES, ADD L.S.

QUANTITY OF BRACKETS:
 2 LANES = 10 BRACKETS
 3 LANES = 15 BRACKETS
 4 LANES = 24 BRACKETS

INTERIM REVIEW ONLY	
Reviewed by:	DATE:
Checked by:	DATE:
Approved by:	DATE:

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NTB NTB Corporation
The North Carolina
Regional Mobility Authority

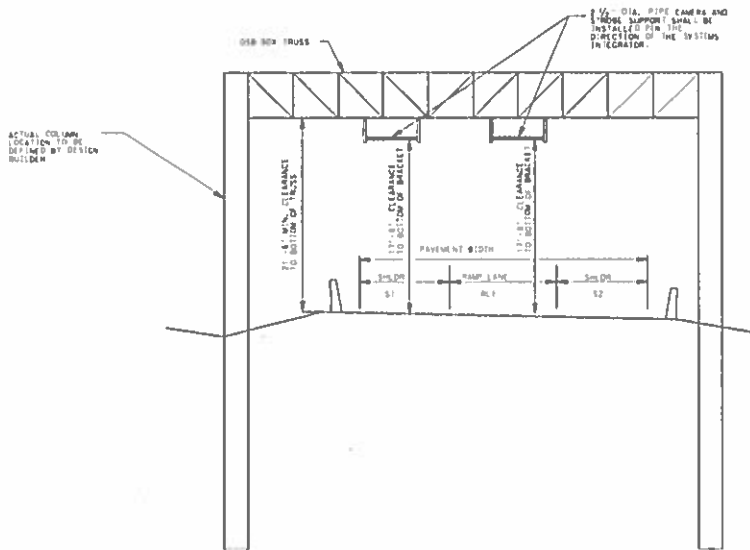
**FIXED PRICE
TOLLING STANDARDS
MAINLINE GANTRY CROSS-LANE
TANGENT ELEVATION VIEW**

REVISION NO.	1	DATE	11/11/14	BY	J. [unreadable]	CHECKED BY	[unreadable]	DATE	[unreadable]
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DRAFT

- NOTES
- 1. 180° (Z) BRACKETS ARE REQUIRED FOR EACH LOCATION SHOWN. BRACKETS SHALL BE ADJUSTABLE TO ALLOW FOR POSITIONING IN ACCORDANCE WITH THE SYSTEMS INTEGRATOR'S SPECIFICATIONS. DESIGN BUILDER MUST COORDINATE INITIAL PAVEMENT LOCATION WITH THE SYSTEMS INTEGRATOR.
 - 2. BRACKETS ARE REQUIRED TO BE INSTALLED ON ALL GANTRY TRUSSES. BRACKETS ARE REQUIRED TO BE INSTALLED ON ALL GANTRY COLUMNS.

QUANTITY OF BRACKETS:
1 RAMP LANE - 8 BRACKETS



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P.E. Seal No. 12345
Date 12/31/2023

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The HNTB Group
1900 Town Center Drive, Suite 2000
Atlanta, Georgia 30328

Regional Mobility Authority

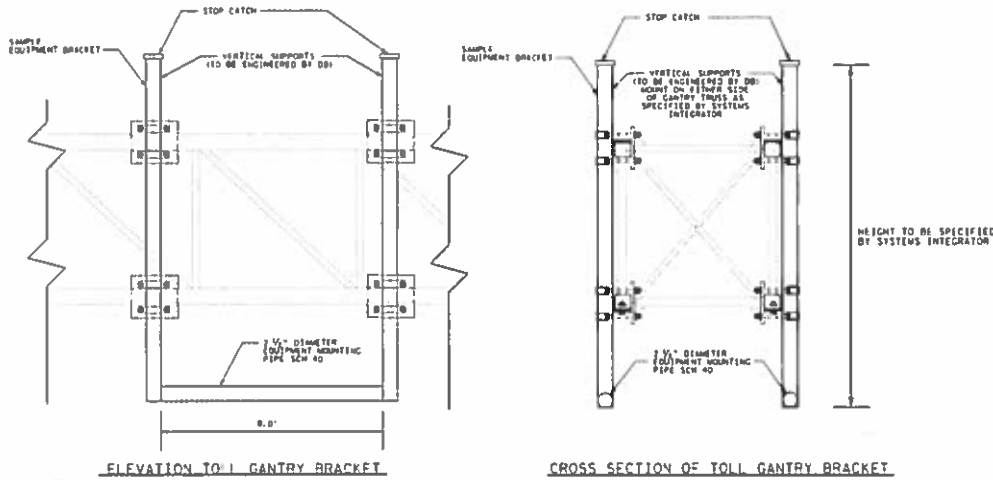
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TOLLING STANDARDS
RAMP CROSS LANE
TANGENT ELEVATION VIEW**

CJ-Ramp

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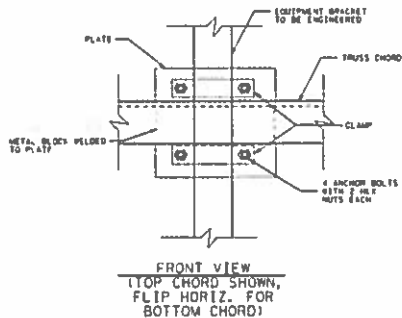
DRAFT



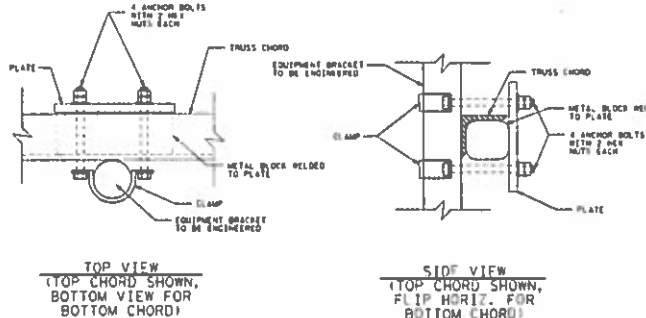
- GENERAL NOTES**
- 1) THESE DETAILS ARE FOR USE WITH TRUSS STANDARD OVERHEAD SIGN BRIDGE (OSB) OR CANTILEVER OVERHEAD SIGN SUPPORT (COSS).
 - 2) FOR CONNECTION DETAILS NOT SHOWN SEE OVERHEAD SIGN BRIDGE TRUSS DETAILS (OSB) OR CANTILEVER OVERHEAD SIGN SUPPORT DETAILS (COSS).
 - 3) MATERIALS SHALL BE COMPATIBLE WITH THE REQUIREMENTS OF THE ASSOCIATED REFERENCE SIGN BRIDGE STANDARDS.
 - 4) IDENTIFY ALL EQUIPMENT BRACKETS AND LOCATION TO BE SPECIFIED BY SYSTEM INTEGRATOR.
 - 5) DESIGN OF EQUIPMENT BRACKET AND CONNECTION TO OVERHEAD TRUSS TO BE PROVIDED BY DESIGN BUILDER. ALL ANTENNA AND CAMERA MOUNTING HARDWARE AND CONNECTION DETAILS TO BE PROVIDED BY SYSTEM INTEGRATOR.
 - 6) GANTRY BRACKETS FOR ALL ANTENNA AND WEB CAMERA SUPPORT SHALL BE PROVIDED FOR ENGINEER'S REVIEW.
 - 7) DESIGN BUILDER TO SPECIFY APPROPRIATE SPAN, ICE LOADING, AND WIND ZONE TRUSS DYNAMIC RESPONSE AND DEFLECTION SHALL BE COMPATIBLE WITH TOLL SYSTEM REQUIREMENTS.
 - 8) DESIGN OF OVER AND CROSS COLUMNS, DRILLED SHAPES, AND TRUSS TO COLUMN CONNECTION TO BE PROVIDED BY DESIGN BUILDER.
 - 9) EQUIPMENT BRACKET AND ALL MOUNTING HARDWARE SHALL BE HOT DIP GALVANIZED.

INTERIM REVIEW ONLY
 Designer: JESSE F. BEHN
 Date: 11-20-2011

NOT TO SCALE



FRONT VIEW
 (TOP CHORD SHOWN,
 FLIP HORIZ. FOR
 BOTTOM CHORD)



TOP VIEW
 (TOP CHORD SHOWN,
 BOTTOM VIEW FOR
 BOTTOM CHORD)

SIDE VIEW
 (TOP CHORD SHOWN,
 FLIP HORIZ. FOR
 BOTTOM CHORD)

HNTB HNTB Corporation
 10000 Westpark Drive
 Houston, Texas 77036
 Telephone: 281.410.0000
 Fax: 281.410.0001

REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 No. 10000

**FIXED PRICE
 TOLLING STANDARDS
 TOLL GANTRY
 MISCELLANEOUS
 DETAILS**

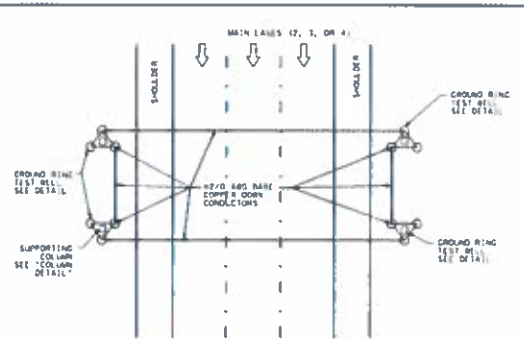
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DESIGNED BY	DATE	REVISION, SEE SUBJECT	NO.
DRWING BY	DATE		
CHECKED BY	DATE		

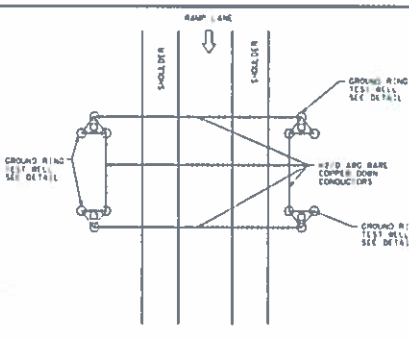
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 Drawing: Toll Gantry Miscellaneous Details
 Sheet: 1 of 1

DRAFT

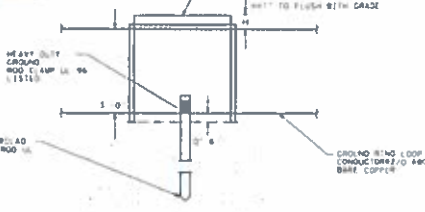
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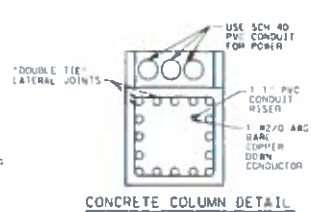
MAIN LANE GROUND RING AERIAL VIEW (OSB)



RAMP GROUND RING AERIAL VIEW (OSB)



GROUND RING TEST WELL DETAIL

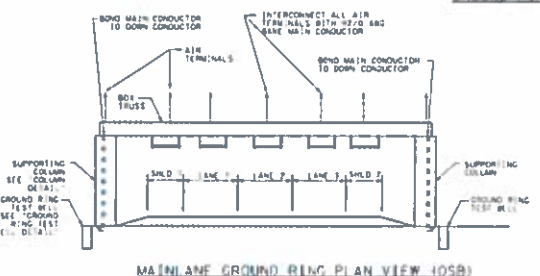


CONCRETE COLUMN DETAIL

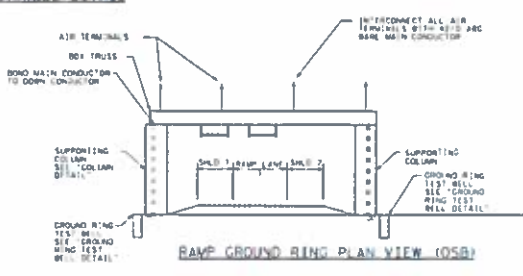
- NOTES:
- 1) LIGHTNING PROTECTION SYSTEM DESIGN TO BE PROVIDED FOR INFORMATION ONLY. ALL LIGHTNING PROTECTION SYSTEM DESIGN SHALL COMPLY WITH NFPA 780 AND CURRENT NATIONAL ELECTRIC CODE (NEC).
 - 2) ALL STRUCTURAL CONCRETE AND CONDUIT INSTALLATION SHALL COMPLY WITH ACI 308 CHAPTER 11.
 - 3) LPS SHALL BE INSTALLED BY A UL LISTED INSTALLER.
 - 4) LPS SHALL BE IN MASTER (AND CERTIFIED).
 - 5) ALL LPS MATERIALS SHALL MEET NFPA 780 CLASS II REQUIREMENTS.
 - 6) ALL WIREBARS SHALL BE LAP JOINTS AND CONDUIT SHALL BE DOUBLE TIE.
 - 7) FOR DETAILS OF ALL COLLECTION SYSTEMS CONFIGURATION, COORDINATE WITH SYSTEM ENGINEER.
 - 8) AIR TERMINALS SHALL ACCOMMODATE A CURVE (VIEW 14'-0" SHOWN ON CANOPY TRUSS).
 - 9) FOR 2' MAIN LANES, RAMP LANE 3', FOR 4' MAIN LANES, RAMP LANE 8'.

INTERIM REVIEW ONLY
 Design: [unreadable]
 Drawn: [unreadable]
 Date: 03/02/2011

NOT TO SCALE



MAIN LANE GROUND RING PLAN VIEW (OSB)



RAMP GROUND RING PLAN VIEW (OSB)

HNTB HNTB Corporation
 1100 West 17th Street
 Fort Worth, Texas 76102-3822

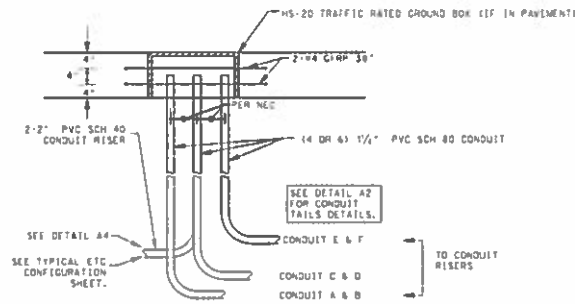
Central Texas Regional Mobility Authority

FIXED PRICE TOLLING STANDARDS LIGHTNING PROTECTION SYSTEM DETAILS

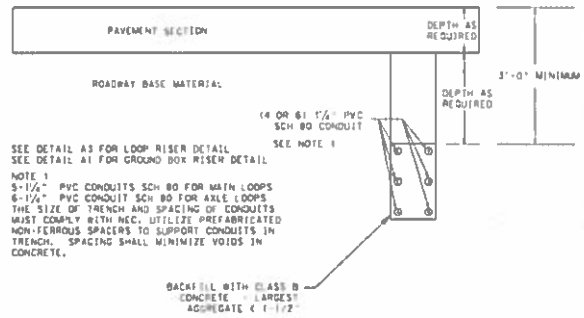
DATE: 03/02/2011

NO.	DATE	BY	REVISION
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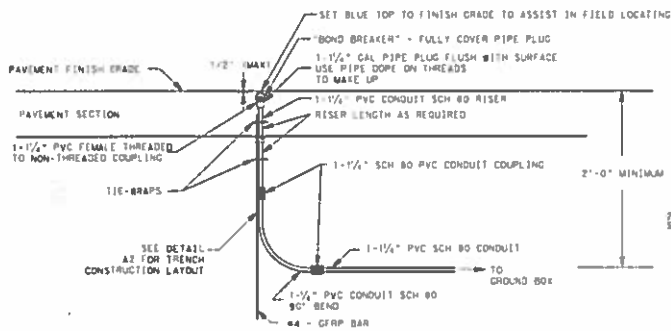
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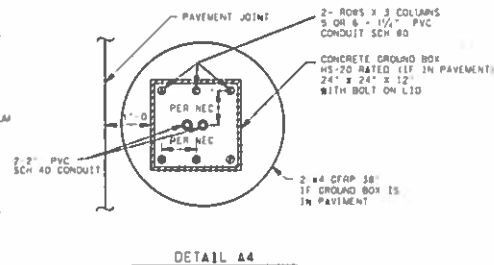
CONDUIT RISER DETAIL A1
LOOP TAIL TO GROUND BOX
CONDUIT TRENCH DETAIL



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



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



DETAIL A4

INTERFERE OR BE INTERFERED
Contractor shall be responsible for
checking for and resolving any
interference conditions.
Project: **8113 P. 0110**
P.L. Section: **0110**
Date: **11/20/13**

NOT TO SCALE

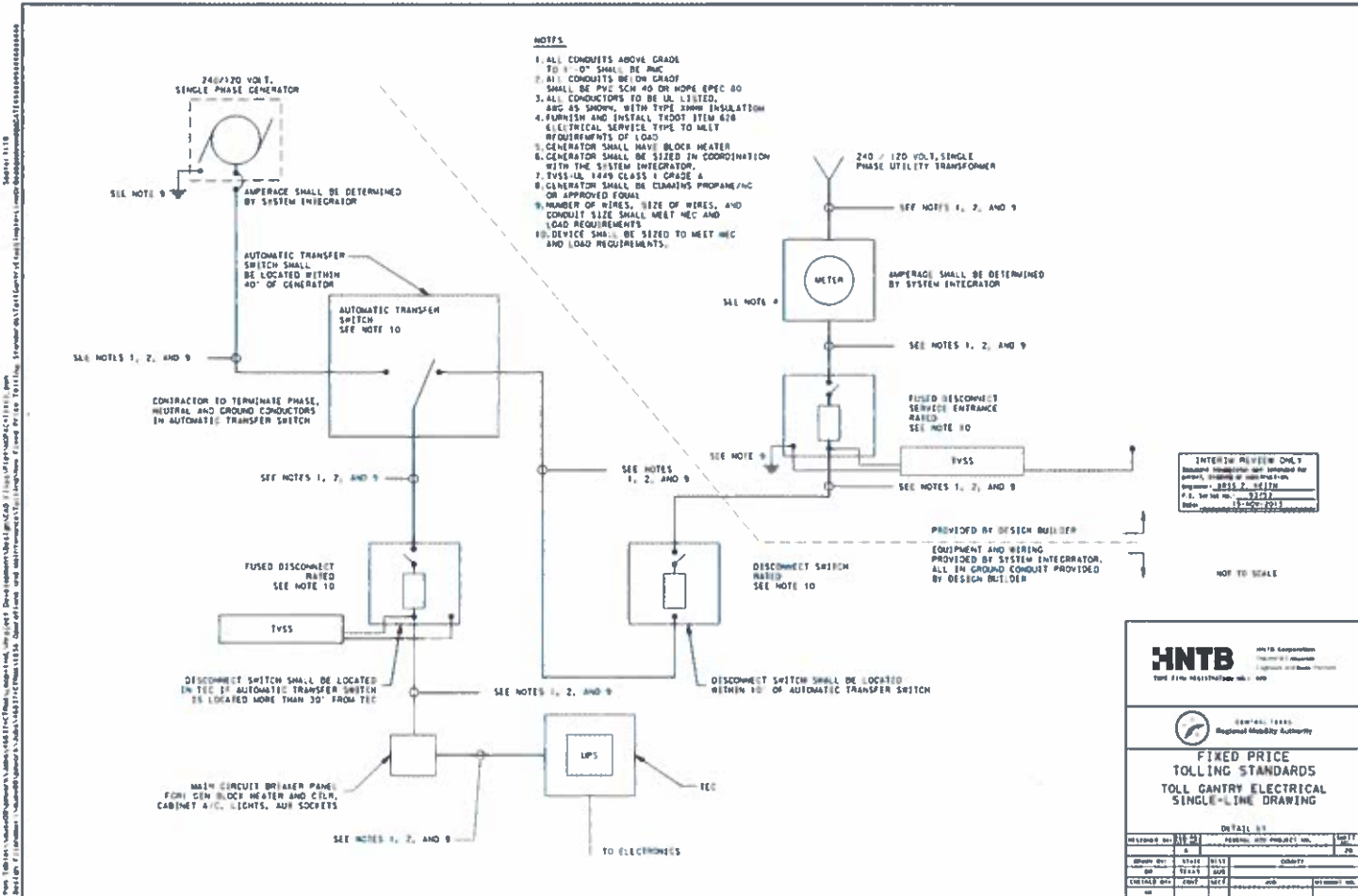
HNTB HNTB Corporation
Principal Consulting
Highway Architects Planners
2000 P.O. Box 1000000, Dallas, TX 75210-1000

Fixed Price Tolling Standards
CONDUIT RISER
DETAILS

DATE: 11/20/13	BY: [Signature]	SCALE: AS SHOWN	SHEET NO: 10
PROJECT: 8113 P. 0110	CONTRACT NO: 0110	SECTION: 0110	DATE: 11/20/13

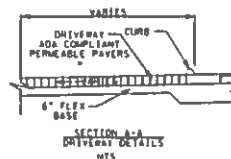
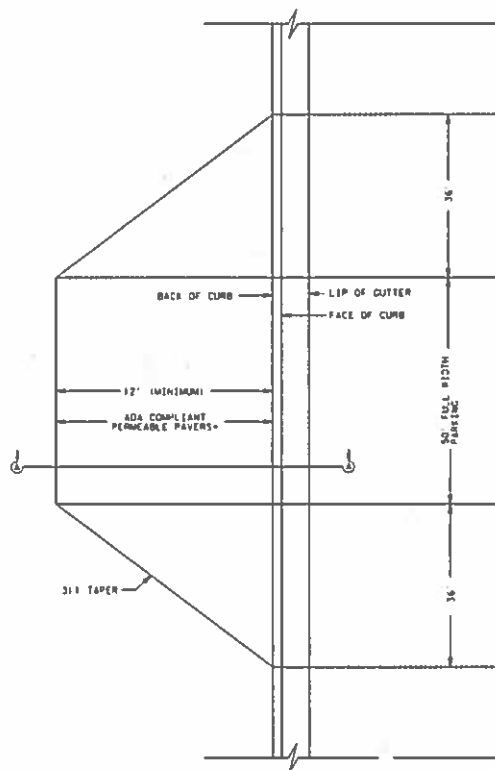
Note: For full compliance with the 8113 P. 0110, the contractor shall be responsible for checking for and resolving any interference conditions. The contractor shall be responsible for checking for and resolving any interference conditions. The contractor shall be responsible for checking for and resolving any interference conditions.

DRAFT



DRAFT

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 Plot Style: HP-Plotter.ctb
 Sheet: 01 of 01
 Title: DRIVEWAY DETAIL



ENSURE GRADE BREAK DOES NOT EXCEED 2% UNLESS OTHERWISE DIRECTED.

DRIVEWAY CROSS SLOPE TO BE DESIGNED TO FACILITATE DRAINAGE AND SHALL NOT EXCEED 1% SE. DRIVEWAY SECTIONS THAT CROSS EXISTING OR PROPOSED PEDESTRIAN FACILITIES SHALL NOT EXCEED +/- 2.0%.

PORTIONS OF DRIVEWAYS THAT OVERLAP PEDESTRIAN FACILITIES SHALL MEET ALL REQUIREMENTS OF PEDESTRIAN FACILITIES, INCLUDING TRADA ACCESSIBILITY STANDARDS.

THE PERMEABLE PAVEMENT SURFACE MAY BE CONCRETE IF SPECIFIED BY MOBILITY AUTHORITY. DESIGN-BUILDER TO CONFIRM SURFACE TYPE WITH MOBILITY AUTHORITY.

INTERIM REVIEW ONLY
 Detailed description not provided for permit, existing or proposed work.
 Project: 00111-111.dwg
 P.L. Number: 2222
 Date: 11-10-2020

NOT TO SCALE

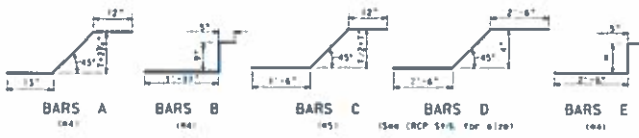
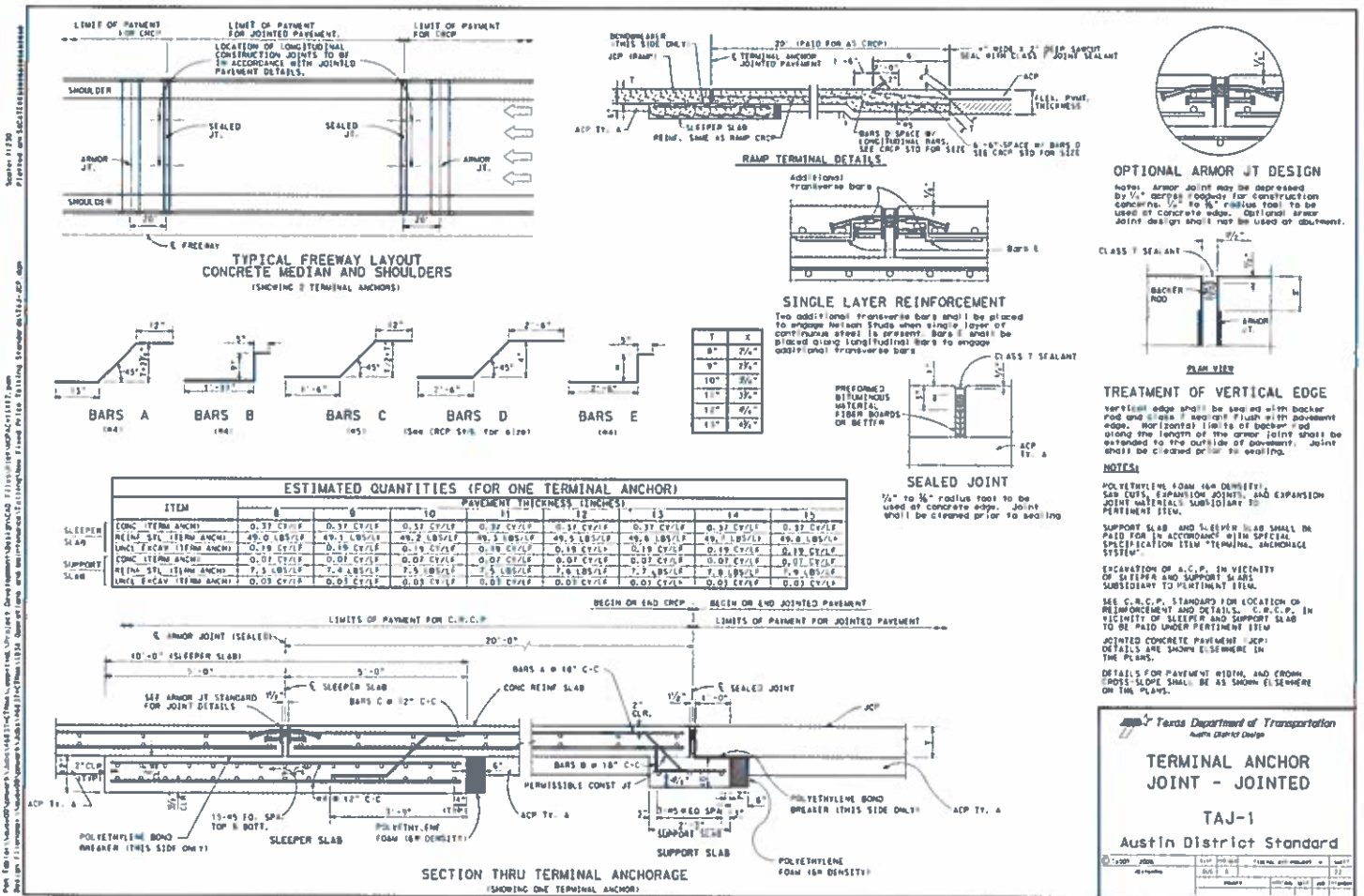
HNTB HNTB Corporation
 1100 11th Street
 Fort Worth, Texas 76102
 Tel: 817.412.3100 Fax: 817.412.3101

REGIONAL MOBILITY AUTHORITY

**FIXED PRICE
 TOLLING STANDARDS
 DRIVEWAY DETAIL**

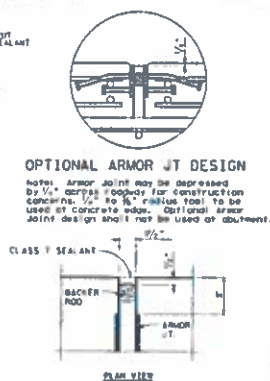
Rev: 1

APPROVED BY:	DATE:	PROJECT NO.:	SHEET NO.:
DATE:	DATE:	COUNTY:	
DATE:	DATE:	JOB NO.:	REVISION NO.:
DATE:	DATE:	JOB NO.:	REVISION NO.:



T	X
9"	22"
8"	23"
10"	26"
12"	35"
14"	45"
16"	48"

ITEM	PAVEMENT THICKNESS (INCHES)						
	8	9	10	11	12	13	14
SLEEPER	CONC. (TERM ANCH)	0.37 CV/FT	0.37 CV/FT	0.37 CV/FT	0.37 CV/FT	0.37 CV/FT	0.37 CV/FT
SLAB	REIN. STL. (TERM ANCH)	49.0 LBS/FT	49.1 LBS/FT	49.2 LBS/FT	49.3 LBS/FT	49.5 LBS/FT	49.7 LBS/FT
SUPPORT	CONC. (TERM ANCH)	0.09 CV/FT	0.09 CV/FT	0.09 CV/FT	0.09 CV/FT	0.09 CV/FT	0.09 CV/FT
	REIN. STL. (TERM ANCH)	7.5 LBS/FT	7.4 LBS/FT	7.5 LBS/FT	7.5 LBS/FT	7.7 LBS/FT	7.8 LBS/FT
SLAB	CONC. (TERM ANCH)	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT
	REIN. STL. (TERM ANCH)	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT	0.03 CV/FT



TREATMENT OF VERTICAL EDGE

Vertical edge shall be sealed with backer rod and Class T sealant flush with pavement edge. Horizontal limits of backer rod along the length of the armor joint shall be extended to the outflow of pavement. Joint shall be cleaned prior to sealing.

NOTES:

POLYETHYLENE FOAM (6# DENSITY), SEE RCP 516, EXPANSION JOINTS, AND EXPANSION JOINT MATERIALS SUBSIDIARY TO PERTINENT ITEM.

SUPPORT SLAB AND SLEEPER SLAB SHALL BE PAID FOR IN ACCORDANCE WITH SPECIAL SPECIFICATION ITEM "TERMINAL ANCHORAGE SYSTEM".

EXCAVATION OF A.C.P. IN VICINITY OF SLEEPER AND SUPPORT SLABS SUBSIDIARY TO PERTINENT ITEM.

SEE C.R.C.P. STANDARD FOR LOCATION OF REINFORCEMENT AND DETAILS. C.R.C.P. IN VICINITY OF SLEEPER AND SUPPORT SLAB TO BE PAID UNDER PERTINENT ITEM.

JOINTED CONCRETE PAVEMENT (JCP) DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

DETAILS FOR PAVEMENT WIDTH, AND CROSS SLOPE SHALL BE AS SHOWN ELSEWHERE ON THE PLANS.

Texas Department of Transportation
Austin District Office

TERMINAL ANCHOR JOINT - JOINTED

TAJ-1

Austin District Standard

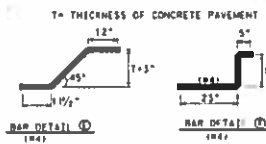
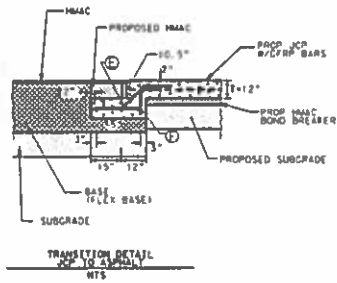
DATE	REVISED	BY	CHK'D	APP'D
01/01/00				

Source: T120
 Plan No. 440-100-01-01
 Date: 01/01/00
 Title: Terminal Anchor Joint - Jointed
 Project: Austin District Standard
 Drawing No.: TAJ-1
 Scale: As Shown
 Author: [Name]
 Checker: [Name]
 Approver: [Name]

DRAFT

GENERAL NOTES

1. DESIGN-BUILDER TO COORDINATE WITH SYSTEM INTEGRATOR FOR ACTUAL JOINT LOCATIONS.
2. TRANSVERSE JOINT SPACINGS SHOWN ARE MEASURED ALONG THE INSIDE EDGE OF PAVEMENT. TRANSVERSE JOINTS SHALL BE RADIAL TO THE BASELINE.
3. PROVIDE BOTH MEMBRANE AND WET MAT CURING. PLACE MEMBRANE CURING IMMEDIATELY AFTER TEXTURING. PROVIDE WET MAT CURING IN ACCORDANCE WITH TxDOT ITEM 420. AFTER MEMBRANE CURING HAS BEEN APPLIED AND AS SOON AS PRACTICAL SO AS NOT TO DAMAGE THE SURFACE FINISH.
4. SAW JOINTS TO A DEPTH OF 3" OR THE PAVEMENT THICKNESS DIVIDED BY FOUR (4), WHICHEVER IS GREATER, AS SOON AS SAWING CAN BE ACCOMPLISHED WITH ONLY MINOR RAVELING AND COMPLETE SAWING BEFORE THE PAVEMENT BEGINS TO COOL. FOR EACH CONCRETE PLACEMENT INSTALL ONE OR MORE TEMPERATURE SENSORS, 1" BELOW THE SURFACE AND MONITOR TO INSURE TEMPERATURE REQUIREMENTS ARE MET.



NOTE: STEEL REINFORCING ALLOWED FOR BARS L AND R, AND SPACED AT 18" C-C

INTERIM REVIEW ONLY

Project	Interim Review Only
Contract	0012.0-001
Date	12-00-01

NOT TO SCALE

HNTB HNTB Corporation
1000 North Main Street
Dallas, Texas 75202

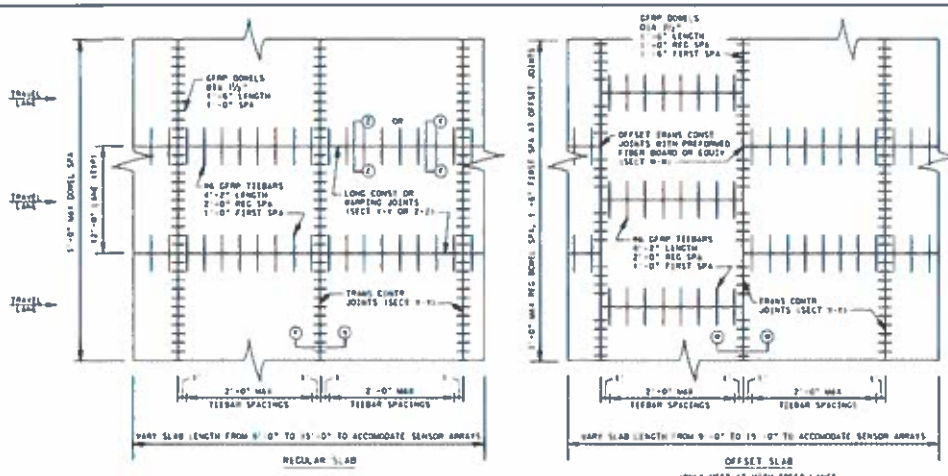
ESTABLISHED 1956
Regional Mobility Authority

**FIXED PRICE
TOLLING STANDARDS
CONCRETE TO ASPHALT
TRANSITION DETAIL**

CADD: J

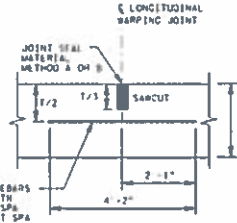
REVISED BY	DATE	REVISION	REVISED BY	DATE
DRAWN BY	DATE	SCALE	CHECKED BY	DATE
DATE	SCALE	APP. NO.		

DATE: 11-15-2017
 PROJECT: I-10 SB RAMP FROM I-10 SB RAMP TO I-10 SB RAMP
 DRAWING: JOINTED CONCRETE PAVEMENT
 SHEET: JOINTED CONCRETE PAVEMENT
 DESIGNER: [REDACTED]
 CHECKER: [REDACTED]
 DATE: 11-15-2017

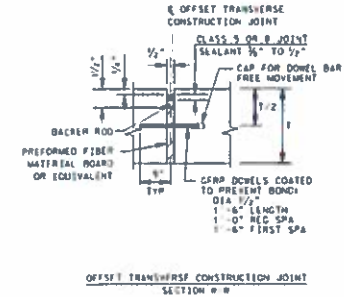


JOINTED PAVEMENT DETAIL LAYOUT
NOT TO SCALE

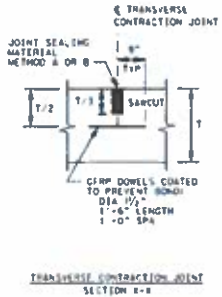
- GENERAL NOTES**
1. THE TERMINAL ANCHOR SLAB DETAILS ARE AS SHOWN ELSEWHERE IN THE PLANS.
 2. DETAILS FOR PAVEMENT SLAB WIDTH, THICKNESS, AND CROWN (CROSS SLOPE) ARE SHOWN ELSEWHERE ON THE PLANS.
 3. THE DETAIL FOR THE JOINT SEALANT AND RESERVOIR SHALL BE AS SHOWN ON "CONCRETE PAVEMENT DETAIL JOINT SEALS" STANDARD JCS-141.
 4. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND REINFORCEMENT, REFER TO THE GOVERNING SPECIFICATIONS FOR "CONCRETE PAVEMENT" AND "CFRP REINFORCEMENT".
 5. PAVEMENT WIDTH OF MORE THAN 10' SHALL HAVE A LONGITUDINAL JOINT (SECTION 2-2 OR 1-1). THESE JOINTS SHALL BE LOCATED WITHIN 6" OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
 6. SAW CUT DEPTH FOR LONGITUDINAL AND TRANSVERSE CONTRACTION JOINTS MAY BE ONE FOURTH THE SLAB THICKNESS WHEN CRUSHED LIMESTONE IS USED AS THE COURSE AGGREGATE.
 7. CONCRETE SLABS WIDER THAN 100' WITHOUT A FREE JOINT, ARE NOT COVERED BY THIS STANDARD.
 8. SLAB LENGTHS SHOWN FOR 12' LANE LONGITUDINAL AND TRANSVERSE SLAB DIMENSIONS FOR OTHER LANE WIDTHS MUST NOT VARY MORE THAN 25% FROM EACH OTHER.



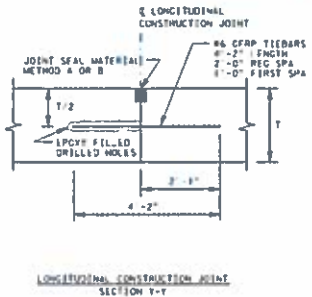
INTERIM REVIEW ONLY
 Approved for use on the project as shown. No other use without the approval of the Designer.
 P.E. [REDACTED]
 DATE: 11-15-2017



OFFSET TRANSVERSE CONTRACTION JOINT
SECTION 2-2



TRANSVERSE CONTRACTION JOINT
SECTION 2-2



LONGITUDINAL CONTRACTION JOINT
SECTION 1-1

HNTB		<small> HNTB Corporation 11400 Rockledge Drive, Suite 100 Fort Lauderdale, FL 33326 Phone: 954-940-8800 </small>	
<small> DIVISION OF TRANSPORTATION Regional Mobility Authority </small>			
FIXED PRICE TOLLING STANDARDS JOINTED CONCRETE PAVEMENT JC-1			
<small> DRAWING NO. [REDACTED] SHEET NO. [REDACTED] DATE: [REDACTED] </small>	<small> DESIGN, CITY PROJECT NO. [REDACTED] SHEET NO. [REDACTED] </small>	<small> COUNTY: [REDACTED] </small>	<small> SHEET NO. [REDACTED] </small>

**ATTACHMENT E
PRICE SHEET
SH-71**

Toll System Installation/Integration

Task No.	Description	Qty	Unit	Unit Price (US \$'s)	Extended Price (US \$'s)	Equipment / Subcontractors	Labor	Markup on Sub's & Equipment	%	Total	Total Hours
1	HW - Materials / Equipment	1	Lot	495,840.11	495,840.11	413,200		82,640	20.0%	495,840	
2	Program Management	1	Lot	222,566.37	222,566.37		222,566			222,566	1,187
3	SW Design & System Documentation	1	Lot	129,354.18	129,354.18		129,354			129,354	860
4	SW Development	1	Lot	71,340.92	71,340.92		71,341			71,341	490
5	SW Integration/Test (Commissioning, Final Accept, etc.)	1	Lot	182,348.02	182,348.02		182,348			182,348	1,220
6	Installation	1	Lot	305,968.26	305,968.26	115,500	167,368	23,100	20.0%	305,968	1,394
7	Fiber-1: CTRMA	1	Lot	149,352.13	149,352.13	115,050	11,292	23,010	20.0%	149,352	73
8	Fiber-2: TxDOT	1	Lot	476,490.38	476,490.38	361,757	42,382	72,351	20.0%	476,490	275
9	Bonding	1	LS	26,234.13	26,234.13	26,234				26,234	
	TOTAL				2,059,495	1,031,741	826,652	201,101		2,059,495	5,490

- The Pricing shown above Excludes:
- All Recurring Data Communication Costs
 - Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
 - Spares Replenishment Costs
 - Excludes System HW/SW Warranty/Maintenance Services & Support
 - Excludes MOT for Toll System Installation (Includes MOT for Fiber Installation)

Item	Description	Quantity	Unit	Material	Supplier	Price	Notes
1	Concrete Slab	100	sq ft	4" thick	ABC Concrete	100.00	
2	Rebar	100	lb	#4	XYZ Steel	100.00	
3	Formwork	100	sq ft	1/2" plywood	DEF Lumber	100.00	
4	Gravel	100	cu yd	3/4" clean	GHI Gravel	100.00	
5	Asphalt	100	sq ft	2" thick	JKL Asphalt	100.00	
6	Drainage Pipe	100	ft	4" diameter	MNO Pipes	100.00	
7	Manhole	1	unit	18" diameter	PQR Manholes	100.00	
8	Excavation	100	cu yd	12" depth	STU Excavation	100.00	
9	Backfill	100	cu yd	3/4" clean	VWX Backfill	100.00	
10	Compaction	100	sq ft	12" depth	YZA Compaction	100.00	
11	Site Prep	100	sq ft	12" depth	BCD Site Prep	100.00	
12	Final Grade	100	sq ft	12" depth	EFG Final Grade	100.00	
13	Final Inspection	1	unit	18" diameter	HIJ Final Inspection	100.00	
14	Permit Fees	1	unit	18" diameter	KLM Permit Fees	100.00	
15	Professional Fees	1	unit	18" diameter	NOP Professional Fees	100.00	
16	Contingency	1	unit	18" diameter	QRS Contingency	100.00	
17	Subtotal					1000.00	
18	Tax					100.00	
19	Total					1100.00	

Labor Rates

	Partial CY2014 yr-4 Esc
Position Title	2.5%
Software Engineer	\$139.62
System Engineer	\$152.86
Technician	\$107.12
Database Administrator	\$198.59
Documentation Clerk	\$143.23
Testing Engineer	\$151.65
Network Engineer	\$138.41
Project Manager	\$198.59
<hr/>	
Blended PW Technician Rate	\$126.25

SW Integration/Test

	Total hrs
Database Administrator	
Database Developer	200
Software Engineer - Image Processing	-
Software Engineer - Real Time	160
Software Manager	120
Software Programmer - Web/Middle Tier	200
Documentation / Technical Writer / CAD	
Project Manger	80
System Engineer	40
Test / QA Manager	80
Test Engineer	320
Field Tech Team Lead / Supervisor	
Field Technician	
Installation/Field Manager	
Client Account Manager (Maint)	
Network / Systems Administrator	120
Software Support (Maint)	

Notes: Includes the set up of the machines, configuration and testing of the network, set up of the reports, commission test, and operational test.

CTRMA/TxDOT FIBER INSTALLATION SH 71

ITEM CODE	DESCRIPTION	UNIT	Total	
			CTRMA	TxDOT
610-2031	Comm Cable (6 Pair) (22AWG)	LF	0	31300
620-2018	Elec Condr (No 14) Insulated	LF	6000	9300
618-2022	Conduit PVC (3")	LF	440	0
6014-2011	Fiber Optic Cable (Single-Mode)(12 Fiber)	LF	710	63660
6014-2014	Fiber Optic Cable (Single-Mode)(48 Fiber)	LF	18125	16400
6014-2020	Fiber Optic Splice Enclosure	EA	1	0
6014-2021	Fiber Optic Patch (12 Position)	EA	0	14
6014-20XX	Fibr Patch Panel (24 Position)	EA	1	1
6014-2022	Fiber Patch Panel (48 Position)	EA	0	0
6014-20XX	Fiber Patch Panel (72 Position)	EA	0	2
	SFP (SM)	EA	6	6
	Interconnect Cabinet	EA	1	0
	Cabinet Foundation	CY	1	0

Assumptions:

1. The fiber design for TxDOT is based on the Austin District's current method of ITS installation which provides a dedicated fiber to each device.
 - a. TxDOT does not allow mid-entry splices to their fiber trunk
 - b. Because of (a.) - A new Communications Hub building is needed to integrated all fiber runs to one central location on the corridor
 - c. The new Comm Hub building for this estimated is located at the underpass of Sprit of Texas and SH-71.
 - d. The estimate does not include the cost of procuring or installing a new Comm Hub building, it considers this design item as a D/B provided item.
 - e. Each CCTV camera has a dedicated fiber cable and a dedicated twisted pair comm. cable from the Camera to the single Hub building
 - f. Each DMS has a dedicated fiber cable from the DMS to the single Hub building.
2. An Interface cabinet for interconnecting the TxDOT trunk and the CTRMA trunk along SH-71 to the proposed CTRMA/TxDOT shared fiber trunk along SH-130 is included in the estimate under CTRMA costs.
3. TxDOT and CTRMA will have separate trunks along SH-71.

ATTACHMENT F

PRELIMINARY PROJECT SCHEDULE AND MILESTONES

State Highway 71 Toll Lanes

(Dates and Durations Subject to Change)

Task	Duration and/or Milestone Date
Design-Build Contract Executed	August 2014
Construction Duration (Approximate)	2 years
Open to Traffic	Winter 2016

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

RESOLUTION NO. 14 -060

**SUPPORTING THE PROPOSED AMENDMENT TO THE
TEXAS CONSTITUTION PROVIDING FOR INCREASED STATE FUNDING
FOR ROADS, HIGHWAYS AND BRIDGES.**

WHEREAS, the 83rd Texas Legislature passed SJR 1 proposing a constitutional amendment to be placed on the November 4, 2014 state ballot affecting the state's roads, highways, and bridges; and

WHEREAS, SJR 1 prescribes the ballot language as follows: *"The constitutional amendment providing for the use and dedication of certain money transferred to the state highway fund to assist in the completion of transportation construction, maintenance, and rehabilitation projects, not to include toll roads;"* and

WHEREAS, the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes, fees or debt; and

WHEREAS, a strong transportation system is fundamental to Texas' quality of life and economic vitality, and the state's ability to attract new businesses and generate new jobs; and

WHEREAS, the proposed amendment would result in an estimated \$1.4 billion per year for the state highway fund; and

WHEREAS, while the proposed amendment would not fully fund the state's overall transportation needs, it would be an important step toward securing critical funding for transportation projects in Texas;

NOW THEREFORE, BE IT RESOLVED, that the Central Texas Regional Mobility Authority Board of Directors supports the passage of the proposed constitutional amendment to help address Texas' transportation infrastructure needs.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-060
Date Passed: 7/30/2014

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

RESOLUTION NO. 14-061

**AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT
TO RESOLVE OUTSTANDING CLAIMS RELATING TO THE
ACQUISITION OF PROPERTY INTERESTS 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 ("Mobility Authority") has previously 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 a billboard ground lease encumbering the real property known as Parcel 17, a 0.899 acre parcel of real estate located at 9207 US 290E in Travis County, owned by William K. Reagan and Reagan National Advertising of Austin, 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; and

WHEREAS, attorneys for the Mobility Authority and the Owner have negotiated a proposed agreement to acquire the Owner's property interest in the ground lease for a payment of \$120,000.00, in the form or substantially in the form attached as Exhibit 1 to this Resolution; and

WHEREAS, the Executive Director recommends approval of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement, and authorizes the Executive Director to execute that agreement on behalf of the Mobility Authority in the form or substantially the same form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2014.

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: 14-061
Date Passed: 7/30/14

EXHIBIT 1 TO RESOLUTION 14-061

PROPOSED AGREEMENT RELATING TO PARCEL 17

[on the following 7 pages]

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

June 26, 2014

Bradley E. McClain
SettlePou
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

Re: US 290E—William K. Reagan
Parcel 17—billboard ground lease compensation

Dear Brad:

Please allow this letter to memorialize our agreement regarding the final additional compensation payment for the Central Texas Regional Mobility Authority's ("CTRMA") acquisition of that certain 0.899 acre of property, designated by the CTRMA as Parcel 20 and as further described in Exhibit "A" attached hereto ("Property"), located at 9211 Hwy 290E and owned by William K. Reagan and/or Reagan National Advertising of Austin, Inc. ("Reagan").

As you will recall, the CTRMA completed a negotiated purchase of the Reagan Property required for the 290E expansion project in 2011. Reagan had an outdoor advertising billboard sign on the Property which was required to be moved out of the right of way in order to accommodate construction of the project. However, at that time the parties agreed that we would specifically exclude and postpone the assessment of the contributory value of the billboard ground lease that existed on the property until a later date so that Reagan may have the opportunity to seek approval of replacement of its billboard permit on the remaining property, and so that consideration was not part of the original appraisal by the CTRMA or the negotiated purchase transaction.

By your letter to me dated October 17, 2013, you informed me that Reagan was denied a replacement billboard permit from TxDOT for the remainder property due to proximity to a public park, and you made a claim on behalf of Reagan for the contributory value of the billboard ground lease which was allegedly lost as a result of the CTRMA fee acquisition of Parcel 17. After additional negotiation between the parties it is my understanding that we have now agreed that a payment of **\$120,000** as compensation for the loss of the billboard ground lease is acceptable to you and your client in order to satisfy the missing component of valuation for the acquired property and complete this acquisition and transaction fully and completely.

By execution of this agreement and payment of this amount you and Reagan acknowledge that all fair market compensation for the CTMA's acquisition of Parcel 17 has been completed according to Texas law and that there are no remaining, additional or outstanding claims, compensation or other interests to be acquired, and no additional compensation is due or owing from the CTRMA or any other party in connection with the fee simple acquisition of the Property.

Thank you for all of your assistance throughout this matter. If this meets with your understanding of this transaction please cause this letter to be executed where indicated below and return it to me so that we may order the funds and disburse them to you to complete this matter.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.
Attorneys for CTRMA

AGREED:

William K. Reagan

William K. Reagan

Date: 6/30/2014

REAGAN NATIONAL ADVERTISING OF AUSTIN, INC.

By: *[Signature]*

Its: President

Date: 7-2-14

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____

Mike Heiligenstein
Executive Director

Date: _____

EXHIBIT A

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 A

- 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 A

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

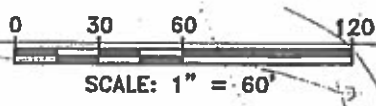


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P17REV Issued 12/01/06, Rev 03/20/07

STATE OF TEXAS
JUDGEMENT
VOL. 3420, PG. 101
(0.379 AC.)
ENGINEER'S
BASELINE

U.S. HIGHWAY 290
(R.O.W. VARIES)



LINE	BEARING	LENGTH
L1	S79°20'14"W	17.08
L2	N51°40'12"W	15.08
L3	N05°09'36"W	38.63
(L3)	(S02°37'11"E)	(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

STATE OF TEXAS
VOL. 3100, PG. 868
"PART I"-(0.284 AC.)

WILLIAM K. REAGAN
VOL. 11276, PG. 166
(4.00 AC.)

H.T. DAVIS
SURVEY NO. 30
ABS. NO. 214

LOT 6, BLOCK A
FERGUSON COMMERCIAL
SECTION 1
BK. 97,
PGS. 378-379

LOT 1
ENTERPRISE BUSINESS
CENTER
SECTION ONE
BK. 87, PGS. 161A-161B

FERGUSON COMMERCIAL
SECTION 1
BK. 97,
PGS. 378-379

LOT 3
BLOCK A

LOT 6
BLOCK A

PROPOSED
R.O.W. LINE

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



- 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

Chris Conrad

03/20/07

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

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78701
(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

