September 1, 2020

RE: Oklahoma Turnpike Authority
    Traffic Engineering Services
    Request for Information (RFI)

To whom it may Concern:

The Oklahoma Turnpike Authority is soliciting letters of interest from firms interested in providing professional services as the Oklahoma Turnpike Authority’s Traffic Engineer as required under the Authority’s Trust Agreement. Services to be provided would be for a period of three years with the potential for two one-year extensions.

The successful respondent must demonstrate the ability to perform the requirements of the Trust Agreement (copy available on request). The Authority’s Traffic Engineer as defined in the Trust Agreement must be a traffic engineering firm of nationwide and favorable reputation (Section 706 of the Trust Agreement). Attachment A outlines the scope of services normally provided by the Authority’s Traffic Engineer.

If you are interested in receiving an RFP to provide professional services as the Authority’s Traffic Engineer, please submit the response via email to Budget Program Manager, Patrice Williams, at pwilliams@pikepass.com no later than 4:00 pm, September 18th. Your letter should be no more than four (4) pages in length and should give a brief description of your firm’s abilities relative to the proposed work outlined in Attachment A. All communication related to this RPI and subsequent RFP must be directed to Patrice Williams via e-mail at pwilliams@pikepass.com or by phone at (405) 425-3678. Contact with personnel of the Oklahoma Turnpike Authority other than Patrice Williams may be grounds for disqualification from the selection process.

Selection of the firm to perform as the Oklahoma Turnpike Authority Traffic Engineer will be made in accordance with Oklahoma State Statutes. From the responses received, individual firms will be asked to provide a more detailed proposal for the planned services required of the Oklahoma Turnpike Authority Traffic Engineer. The Oklahoma Turnpike Authority certifies that funds are available for payment of any and all fees related to these services.

Sincerely,

Patrice Williams
Budget Program Director

Cc: Wendy Smith, Director of Finance and Revenue
SCOPE OF SERVICES

The Traffic Engineer will advise the Authority on traffic and revenue issues. The required services will encompass numerous facets of feasibility evaluation, conceptual tolling, and tolling facility configurations and design, planning, financing, management, coordination, and liaison necessary to produce complete conceptual plans, typical specifications, and estimate documents required for turnpike tolling projects. The Authority anticipates that the Traffic Engineer will not be required to prepare detailed design and construction plans.

The Traffic Engineer shall represent and forward the interest of the Authority in its dealings with contractors, suppliers, engineers, consultants, counsels, accountants, rating agencies, underwriters, governmental entities, and the public. The Traffic Engineer will operate as an extension of, and in complete coordination with, the Authority’s staff. The Traffic Engineer shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of service.

Immediately upon approval of the Traffic Engineering contract by the Oklahoma Turnpike Authority’ Board, the Consultant shall be prepared to begin the work covered by the contract and will perform the work to the Authority’s satisfaction and in accordance with the Approved Task Orders as assigned. All work performed by the Consultant shall be under the supervision and direction of the Authority’s Director or designated representative.

The scope of services to be performed by the Traffic Engineer shall include, but not necessarily be limited to the following:

**Annual Services**

- The Traffic Engineer, as defined in Section 706 of the Authority’s Trust Agreement shall include but not be limited to fulfilling the obligations of the Authority’s Trust Agreement. Sections 209 & Sections 501-505 of the Authority’s Trust Indenture are attached.

- The Traffic Engineer will prepare a report of findings each year to the Authority that summarizes the preliminary analysis of traffic and toll revenue impact.

- The Traffic Engineer will collect and maintain a comprehensive database of operational transactions and toll revenue data for the turnpike system.

- The Traffic Engineer will review and analyze on a continuing basis, the Authority’s projects, traffic and revenues from reports routinely prepared by the Authority, and periodically submit interpretative and summary information as requested.

- At the end of June and December of each year, the Traffic Engineer will prepare a review of the traffic and revenue results for the proceeding twelve (12) month period, as well as forecasts for the next six (6) and twelve (12) month periods.
Periodic Services

- The Traffic Engineer will prepare the Traffic Engineers’ Certificate as required by the applicable provisions of the Authority’s various Bond Resolutions, when requested.

- The Traffic Engineer will provide advice, counsel and make recommendations on miscellaneous projects that have broad impact on the operations of the Authority.

- The Traffic Engineer be available to attend meetings or make presentations at the request of the Authority.

- The Traffic Engineer will hire any necessary sub-consultants or additional personnel as needed to supplement staff resources as required to complete work assigned by the OTA.

- The Traffic Engineer will prepare traffic and revenue forecasts and projections for the current and proposed turnpikes and turnpike segments as directed by the Authority consistent with the Authority’s Trust Agreement.

- The Traffic Engineer will be required to participate in the Authority’s general planning process for projects, taking into consideration the impacts of current and future developments on traffic volume and requirements, and render opinions or recommendations concerning traffic-related matters as requested.

- The Traffic Engineer will provide representation/presentation with investors and Rating Agencies during bond sales or refinancing initiated by the Authority.

- The Traffic Engineer will review and make recommendation for the Authority’s toll rates and modifications to the toll rate structure as requested.

- The Traffic Engineer shall prepare evaluations, studies, and opinions as necessary to determine traffic and revenue projections for various proposed and existing projects as requested.

- The Traffic Engineer shall perform special studies as requested including peer review and analysis regarding traffic, toll revenues, mobility requirements, toll collection methods and strategies, tolling technologies, and industry trends as requested.

- The Traffic Engineer shall review and make recommendations on existing and new toll facility and roadway/interchanges as it relates to the impacts on traffic management and traffic and revenue of to the Authority System.

All services, both Annual and Periodic, to be performed will be at the discretion of the Authority. The scope of services, deliverables and fee to be paid for requested services will be detailed in a Task Order approved by the Authority. The fees charged will be based on an agree fee schedule with related overhead and expense that is approved in the initial contract between Traffic Engineer and the Authority.
SECTION 209. Second Senior Bonds. One or more Series of second senior bonds of the Authority may be issued under and secured by this Agreement, from time to time, subject to the conditions hereinafter provided in this Section, for the purpose of (i) completing payment of the cost of any of the New Turnpike Projects or other Turnpike Projects or Improvements for which second senior bonds pursuant to this Section 209 or Parity Indebtedness shall have been theretofore issued, (ii) paying all or any part of the cost of any additional Turnpike Project or Improvement or (iii) paying any notes or other obligations issued by the Authority, or repaying any advances from any source, to provide temporarily funds for any of the foregoing purposes. Such bonds may be issued as Current Interest Bonds, Variable Rate Indebtedness, Capital Appreciation Bonds, Optional Tender Indebtedness (provided the Authority shall deliver to the Trustee concurrently with the authentication thereof a Credit Facility which the Trustee or another fiduciary may draw upon to pay the Purchase Price of any such Indebtedness), Balloon Indebtedness (provided such Indebtedness shall have a maturity of not less than ten (10) years), serial bonds or term bonds or any combination thereof. Any such Credit Facility referred to in the previous sentence and any associated reimbursement agreement shall provide for reimbursement by the Authority of any amounts drawn thereunder in respect of the Purchase Price payments over a period of not less than five (5) years and shall contain no provision requiring accelerated payments in respect of the principal portion of any drawings thereunder unless the obligation of the Authority to make such accelerated payments is subordinated to the obligation of the Authority in respect of the subordinated bonds and be payable in accordance with the provisions of Section 514 or from funds not constituting Net Revenues of the Authority. No second senior bonds to complete payment of the cost of any New Turnpike Project may be issued pursuant to this Section without showing compliance with the tests set forth in clauses (I) or (II) below in this Section.

Before any bonds shall be issued under the provisions of this Section the Authority shall adopt a resolution or resolutions authorizing the issuance of such bonds and fixing the amount thereof and if for the purpose of paying the cost of any new Turnpike Project or Improvements, describing in brief and general terms the facilities to be acquired or constructed. The bonds of each Series issued under the provisions of this Section shall be designated, shall be dated and numbered, shall bear interest at such rate or rates or shall have such yield or yields, shall be stated to mature in such year or years and in such principal amount or amounts and shall be made redeemable at such times and prices (subject to the provisions of Article III of this Agreement), may be insured in whole or in part and may have the benefit of a Credit Facility or Senior Bond Reserve Account Insurance Policy in whole or in part, all as may be set forth in or provided for by the applicable Supplemental Agreement. Except as to any Credit Facility or insurance policy in respect of such bonds or Senior Bond Reserve Account Insurance Policy and as to any differences in the maturities thereof or the rate or rates of interest or the provisions for redemption or purchase and except for such differences, if any, respecting the use of moneys in various subaccounts in the Senior Bond Sinking Fund, each such second senior bonds shall be on a parity with and shall be entitled to the same benefit and security of this Agreement as the second senior bonds issued under the provisions of this Section and Section 210 of this Article. Such second senior bonds shall be executed substantially in the form and manner hereinabove set forth and shall be authenticated by the Bond Registrar, but before such bonds shall be authenticated by the Bond Registrar and delivered by the Trustee there shall be filed with the Trustee the following:

(a) a copy, certified by the Secretary and Treasurer of the Authority, of the resolution or resolutions mentioned above, together with an executed counterpart of the applicable Supplemental Agreement, if any, which Agreement shall, among other things, contain the provisions specified in the second paragraph of this Section and shall designate the Bond
Registrar, any Depositary and the Paying Agents for such bonds, fix the Amortization Requirements for the term bonds, if any, of such Series and specify the interest rate for each of such bonds;

(b) a copy, certified by the Secretary and Treasurer of the Authority, of the resolution or resolutions adopted by the Authority awarding such bonds, and directing the authentication and delivery of such bonds to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth and the accrued interest on such bonds;

(c) a statement, signed by the Consulting Engineers (or such other firm or corporation performing functions similar to the Consulting Engineers, having nationwide and favorable repute for skill and experience in such work and retained by the Authority in connection with the issuance of such bonds) and the Chief Executive Officer giving the Consulting Engineers' (or such firm or corporation's) estimate of the Completion Date of the New Turnpike Project, other Turnpike Project or Improvement, as the case may be, for which such bonds are to be issued and the cost to the Authority of such Project or Improvement, including an amount for contingencies but excluding financing charges, reserves and interest during construction, and certifying that, according to the estimate of the total amount required to pay the cost to the Authority of such Turnpike Project or Improvement, the proceeds of such bonds (net of amounts required for financing charges, reserves and capitalized interest), together with other funds made or to be made available therefor, will be sufficient for paying such cost;

(d) a certificate, signed by the Chief Executive Officer and approved by the Traffic Engineers (or such other firm or corporation performing functions similar to the Traffic Engineers, having nationwide and favorable repute for skill and experience in such work and retained by the Authority in connection with the issuance of such bonds), setting forth

(i) (A) the amount of (1) the Net Revenues and (2) the amount of the motor fuel excise taxes apportioned to the Authority under the provisions of the Enabling Act, or as the Enabling Act may be further amended, for deposit to the credit of the Turnpike Trust Fund or the amount of the motor fuel excise taxes that would have been apportioned to the Authority for deposit to the credit of said Fund except for the limitation in the Enabling Act as to the maximum Turnpike Trust Fund balance (provided that such amount may not exceed the maximum annual Turnpike Trust Fund apportionment amount), for any twelve (12) consecutive calendar months out of the eighteen (18) calendar months immediately preceding the date of the issuance of such bonds, adjusted to reflect the moneys which would have been received if the schedule of tolls in effect on the date of the issuance of such bonds had been in effect throughout such twelve (12) calendar months, and (B)(1) the amount, if any, required to be deposited to the credit of the First Senior Bond Reserve Account, the Second Senior Bond Reserve Account and the Subordinated Bond Reserve Account from Net Revenues for the current bond year and the amount required to be deposited to the credit of the Reserve Maintenance Fund in accordance with the current annual budget of the Authority and (2) the amounts, if any, required to have been deposited to the credit of the Reserve Maintenance Fund in accordance with the five (5) previous annual budgets of the Authority,
(ii) the amount of the Debt Service Requirements for (A) the current bond year on account of all Senior Indebtedness then outstanding under this Agreement and (B) each bond year thereafter on account of all Senior Indebtedness then outstanding under this Agreement and the second senior bonds then to be issued hereunder,

(iii) the amount of the Debt Service Requirements on account of all subordinated bonds then outstanding under this Agreement for (A) the current bond year and (B) each bond year thereafter,

(iv) the amount of Net Revenues required in the current bond year and for each bond year thereafter by the terms of the instrument or instruments pursuant to which any junior obligations shall then be outstanding to be generated by the Authority in respect of such junior obligations if the failure so to generate would cause a default in respect of such obligations, and

(v) his estimate of the amount of (1) Net Revenues, (2) amounts required to be deposited to the credit of the Reserve Maintenance Fund, the First Senior Bond Reserve Account, the Second Senior Bond Reserve Account and the Subordinated Bond Reserve Account from said Net Revenues and (3) the amount of the motor fuel excise taxes apportioned to the Authority under the provisions of the Enabling Act, or as the Enabling Act may be further amended, for deposit to the credit of the Turnpike Trust Fund or the amount of the motor fuel excise taxes that would have been apportioned to the Authority for deposit to the credit of said Fund except for the limitation in the Enabling Act as to the maximum Turnpike Trust Fund balance (provided that such amount may not exceed the maximum annual Turnpike Trust Fund apportionment amount), for either the first bond year immediately after the Completion Date of such Turnpike Project or Improvement occurs or if prior to the Completion Date of such Turnpike Project or Improvement all or any portion of the interest on such bonds is not to be paid from the proceeds thereof, for the first complete bond year following the date of such certificate for which all such interest is not to be paid from such proceeds and in either case in each bond year thereafter to and including the fifth complete bond year immediately following the bond year in which the Completion Date of such Turnpike Project or Improvement occurs (as estimated by the Consulting Engineers (or such firm or corporation referred to in clause (c) above) and the Chief Executive Officer in their certificate mentioned in clause (c) above), taking into account the schedule of tolls in effect on the date of the issuance of such bonds and any schedule of tolls the Authority has covenanted to put in effect during such bond years;

(e) in the case of any second senior bonds proposed to be delivered in accordance with this Section in respect of any Turnpike Project for which senior bonds have not been previously issued under Sections 208 or 209 hereof, a certificate, signed by the Chief Executive Officer and approved by the Consulting Engineers, setting forth the Authority's estimates in respect of such Turnpike Project of (1) the revenues and (2) the sum of the Current Expenses and deposits to the Reserve Maintenance Fund in the fifth complete bond year following the completion of construction or acquisition of such Turnpike Project and in each bond year thereafter for which the second senior bonds then proposed to be delivered shall be outstanding;
(f) a certificate, signed by the Chief Executive Officer of the Authority, stating that the Authority is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Agreement;

(g) an opinion of counsel to the Authority stating that the issuance of such bonds has been duly authorized and that all conditions precedent to the delivery of such bonds have been fulfilled; and

(h) such additional documents and opinions as the Trustee may reasonably request.

When the documents mentioned above in this Section shall have been filed with the Trustee and when the senior bonds described in the Supplemental Agreement mentioned in clause (a) of this Section shall have been executed and authenticated as required by this Agreement, the Trustee shall deliver such bonds at one time to or upon the order of the purchasers named in the resolution mentioned in said clause (b), but only upon payment to the Trustee of the purchase price of such bonds and the accrued interest, if any, thereon. The Trustee shall be entitled to rely upon such resolution as to the names of the purchasers and the amount of such purchase price, and upon such Supplemental Agreement when executed and delivered by the Authority as to the names of the Bond Registrar, any Depositary and the Paying Agents for such bonds, the Amortization Requirements for the term bonds, if any, of such Series, the interest rate of each of such bonds.

Except in the case of second senior bonds issued for completing payment of the cost of any Turnpike Project or Improvement described in the certificate mentioned in clause (c) above in an aggregate principal amount not exceeding five per centum (5%) of the original principal amount of second senior bonds previously issued pursuant to Section 209 to pay the cost of such Project or Improvement, the Trustee shall not deliver such bonds unless in respect of any bonds proposed to be issued and described in the certificate mentioned in clause (e) above, the amount shown in each bond year in item (1) of the certificate mentioned in said clause (e) shall be not less than the sum shown for the corresponding bond year in item (2) of the certificate mentioned in said clause (e) and for all additional senior bonds proposed to be issued pursuant to this Section

(I) (A) the sum of the amounts shown in items (i)(A)(1) and (2) of the certificate mentioned in clause (d) of this Section shall be not less than one hundred twenty per centum (120%) of the amount of the Debt Service Requirements for the current bond year on account of all Senior Indebtedness then outstanding as shown in item (ii)(A) of such certificate and

(B) the amount shown in item (i)(A)(1) of the certificate mentioned in clause (d) of this Section shall be not less than the sum of one hundred five per centum (105%) of the Debt Service Requirements for the current bond year on account of all bonds and Parity Indebtedness then outstanding as shown in items (ii)(A) and (iii)(A) of the certificate mentioned in said clause (d) and one hundred per centum (100%) of the amount shown in item (i)(B)(1) of the certificate mentioned in clause (d) above required to be deposited to the Reserve Maintenance Fund, the First Senior Bond Reserve Account, the Second Senior Bond Reserve Account and the Subordinated Bond Reserve Account in the periods shown in said item and the amount of Net Revenues required to be generated by the Authority in the
current bond year in respect of the junior obligations
then outstanding as shown in item (iv) of the certificate mentioned in clause (d) above, and

(C) the sum for each bond year of the amounts shown in items (v)(1) and (3) of the certificate mentioned in clause (d) above shall be not less than one hundred twenty per centum (120%) of the maximum amount of the Debt Service Requirements for any future bond year on account of all Senior Indebtedness then outstanding and the second senior bonds then requested to be authenticated and delivered as shown in item (ii)(B) of the certificate mentioned in clause (d) of this Section, and

(D) the amounts shown in item (v)(l) of the certificate mentioned in clause (d) of this Section shall be not less than one hundred five per centum (105%) of the maximum amount of the Debt Service Requirements for any future bond year on account of the bonds and Parity Indebtedness then outstanding and the second senior bonds then requested to be authenticated and delivered, as shown in items (ii)(B) and (iii)(B) of the certificate mentioned in clause (d) above and one hundred per centum (100%) of the maximum amount shown in item (v)(2) of the certificate mentioned in clause (d) above required to be deposited to the Reserve Maintenance Fund, First Senior Bond Reserve Account, Second Senior Bond Reserve Account and Subordinated Bond Reserve Account in each bond year covered by said item (v)(2) and the maximum amount of Net Revenues required to be generated by the Authority in any future bond year in respect of the junior obligations then outstanding as shown in item (iv) of said certificate, or

(II) (A) the sum of the amounts shown in item (i)(A)(1) and (2) of the certificate mentioned in clause (d) above shall not be less than one hundred thirty per centum (130%) of the maximum annual Debt Service Requirements for any future bond year on account of all Senior Indebtedness then outstanding and the second senior bonds then requested to be authenticated and delivered as shown in items (ii)(B) of the certificate mentioned in clause (d) above and

(B) the amount shown in item (i)(A)(1) of the certificate mentioned in clause (d) above shall be not less than the sum of one hundred ten per centum (110%) of the maximum annual Debt Service Requirements for any future bond year on account of all bonds and Parity Indebtedness then outstanding and the second senior bonds then requested to be authenticated and delivered as shown in items (ii)(B) and (iii)(B) of the certificate mentioned in clause (d) above, and one hundred per centum (100%) of the sum of the maximum amounts required to be deposited to the credit of the First Senior Bond Reserve Account, the Second Senior Bond Reserve Account and the Subordinated Bond Reserve Account for the periods shown in item (v)(2) of the certificate mentioned in clause (d) above, the average of the amounts required to be deposited in the Reserve Maintenance Fund for the five (5) annual budgets of the Authority shown in item (i)(B)(2) of said certificate and the maximum amount of Net Revenues required to be generated by the Authority in any future bond year in respect of the junior obligations then outstanding as shown in item (iv) of said certificate.
Notwithstanding the foregoing provisions of this Section 209, in case any of such bonds fall within the categories set forth in paragraphs (A), (B) or (C) below, the foregoing requirements and provisions respecting the issuance thereof shall be modified as hereinafter indicated:

(A) **Balloon Indebtedness.** If any of the outstanding Indebtedness or of the additional bonds of the Series to be issued constitute Balloon Indebtedness or Balloon Indebtedness and Variable Rate Indebtedness, then for purposes of the amounts to be shown in items (ii) and (iii) of clause (d) above, the Authority shall adjust such amounts as if the principal amount of such bonds or Indebtedness were to be amortized in substantially equal annual installments of principal and interest over a term equal to the lesser of (i) twenty-five (25) years and (ii) the weighted average estimated useful life of the facilities comprising the portion of the Turnpike Project or Improvement financed or to be financed from the proceeds of such bonds or Indebtedness, the fixed interest rate used for such computation being in the case such Indebtedness shall also constitute Variable Rate Indebtedness, the maximum rate established pursuant to paragraph (C)(i) below and in all other cases, the greater of (x) the interest rate or rates borne by such Indebtedness and (y) the rate at which it is assumed that the Authority could reasonably expect to borrow or to have borrowed by issuing Senior Indebtedness with such term and level Principal and Interest Requirements for each bond year, such reasonable expectations being established by a certificate of the Chief Executive Officer of the Authority and a letter of a banking or investment banking or financial advisory institution knowledgeable in financial matters relating to the Authority, confirming the interest rate assumption as reasonable.

(B) **Optional Tender Indebtedness.** If any of the outstanding Indebtedness or of the additional bonds of the Series to be issued constitute Optional Tender Indebtedness, then (1) for purposes of the amounts to be shown in items (ii) and (iii) of clause (d) above, the options of the owners of such bonds or Indebtedness to tender the same for payment prior to their stated maturity or maturities shall be ignored, (2) if such Indebtedness or additional bonds also constitute Variable Rate Indebtedness or Variable Rate Indebtedness and Balloon Indebtedness, the Authority shall adjust such amounts shown in items (ii) and (iii) of clause (d) above, as appropriate, as provided in paragraphs (A) above or (C) below, as appropriate, (3) such additional bonds shall have been or if such additional bonds are secured by a Credit Facility, the Credit Bank or obligations secured by credit facilities issued by such Credit Bank shall be rated in one of the three highest rating categories (without reference to gradations such as "plus" or "minus") by Moody's Investors Service, Inc. and Standard & Poor's Corporation, and (4) any obligation the Authority may have, other than its obligation on such Indebtedness and additional bonds (which need not be uniform as to all holders thereof), to reimburse any Credit Bank or Insurer including any obligations so to reimburse in excess of the Debt Service Requirements on such Indebtedness or bonds (determined without regard to whether such Credit Bank or Insurer shall then be holding or shall then have had pledged to it such Indebtedness or bonds) shall be subordinated to the obligation of the Authority on the bonds and Parity Indebtedness and be payable in accordance with the provisions of Section 514 or from funds not constituting Net Revenues of the Authority.

(C) **Variable Rate Indebtedness.** If any of the outstanding Indebtedness or of the additional bonds of the Series to be issued constitute Variable Rate Indebtedness, then for purposes of the amounts shown in items (ii) and (iii) of clause (d) above, (i) the interest rate used in such computation shall be the lower of (1) the maximum interest rate established in a Supplemental Agreement for such bonds or Indebtedness and (2) if and
so long as an interest-rate guaranty agreement or an interest-rate protection agreement is in effect with an institution that is rated by Moody's Investors Service, Inc. and Standard & Poor's Corporation in a category that is equal to or higher than the category in which the bonds or Indebtedness are rated, the maximum interest rate to be paid by the Authority on such bonds or Indebtedness in accordance with such agreement and (ii) any obligation the Authority may have to make any payments in respect of any such agreement shall be subordinated to the obligation of the Authority on the bonds and Parity Indebtedness and be payable in accordance with the provisions of Section 514 or from funds not constituting Net Revenues of the Authority. The conversion of bonds or Indebtedness constituting Variable Rate Indebtedness to bear interest at a different variable rate or a fixed rate or rates, in accordance with their terms, shall not constitute a new issuance of bonds under Sections 208(II) or (III), 209, 210, 211 or 212 of this Agreement.

The proceeds (excluding accrued interest) of such bonds shall be transferred by the Trustee to the Depositary designated by the Authority for deposit to the credit of the Construction Fund; provided, however, that the Trustee shall deduct from such proceeds and deposit to the credit of the Second Senior Bond Reserve Account such amount, if any, as may be required to make the amount then to the credit of the Second Senior Bond Reserve Account equal to the Second Senior Bond Reserve Account Requirement for all senior bonds and Parity Indebtedness then outstanding; and provided further, that the Trustee shall deduct from such proceeds and (i) apply to the payment of such principal amount of outstanding notes or other obligations theretofore issued by the Authority to finance temporarily the cost of completing any such Turnpike Projects or Improvements or the cost of any such Turnpike Projects or Improvements referred to in clauses (i) and (ii) of the first paragraph of this Section, including any unpaid interest thereon, such sum and (ii) deposit to the credit of the Second Senior Bond Service Account or transfer to the Depositary designated by the Authority for deposit to a special account in the Construction Fund such amount of interest during construction, as is set forth in the Supplemental Agreement relating to the issuance of such bonds. The amount received as accrued interest on such bonds shall be deposited with the Trustee to the credit of the Senior Bond Service Account.
SECTION 501. Covenants as to Tolls, etc.

The Authority covenants

(a) that it will continue in effect the present schedules of tolls for traffic using the Oklahoma Turnpike System until such schedules shall be changed or revised as hereinafter provided,

(b) that, before the S. H. 33 Turnpike (U.S. 412), the I-35 to I-40 Turnpike (Ada to Davis Section), the Oklahoma City Outer Loop Expressway (I-35 to Portland Avenue Section) and the Tulsa South Bypass (U.S. 75 to Memorial Drive Section) or any part of any one thereof is opened for traffic, it will fix and place in effect initial schedules of tolls for traffic using each such Turnpike Project or part thereof, which schedules will be in substantial conformity with the tolls recommended by the Traffic Engineers in their traffic reports mentioned in the preamble of this Agreement, subject to any change or revision which will not, in the opinion of the Traffic Engineers, result in producing less revenues,

(c) that, before any other Turnpike Project hereafter constructed by the Authority or any part thereof is opened for traffic, it will fix and place in effect an initial schedule of tolls for traffic using such Turnpike Project, which schedule will be in substantial conformity with the tolls recommended by the Traffic Engineers in their traffic report relating to such Turnpike Project, subject to any change or revision which will not, in the opinion of the Traffic Engineers, result in producing less revenues,

(d) that it will not change the toll collecting facilities or change or revise the tolls for traffic using the Oklahoma Turnpike System if, in the opinion of the Traffic Engineers, such change or revision will result in producing less revenues, unless such change or revision, in the opinion of the Traffic Engineers, will still result in producing revenues sufficient to provide an amount of Net Revenues of the Oklahoma Turnpike System in each fiscal year, such that (1) Net Revenues, together with the amount of the motor fuel excise taxes apportioned to the Authority under the provisions of the Enabling Act, or as the Enabling Act may be further amended, for deposit to the credit of the Turnpike Trust Fund for each such fiscal year or the amount of motor fuel excise taxes that would have been apportioned to the Authority for deposit to the credit of said Fund for such period except for the limitation in the Enabling Act as to the maximum Turnpike Trust Fund balance (provided that such amount may not exceed the maximum annual Turnpike Trust Fund apportionment amount), will be not less than the sum of one hundred twenty per centum (120%) of the amount of the Debt Service Requirements for each such fiscal year on account of all Senior Indebtedness then outstanding and (2) Net Revenues will be not less than the sum of one hundred five per centum (105%) of the Debt Service Requirements for each such fiscal year on account of all bonds and Parity Indebtedness then outstanding and one hundred per centum (100%) of the amount required to be deposited during such fiscal year to the credit of the Reserve Maintenance Fund as shown in the Annual Budget for such year, any deficiency at the beginning of such fiscal year in amounts required to be held to the credit of the First Senior Bond Reserve Account, the
Second Series Bond Reserve Account and the Subordinated Bond Reserve Account and the amount of Net Revenues required by the terms of the instrument or instruments pursuant to which any junior obligations shall then be outstanding to be generated by the Authority in respect of such junior obligations if the failure so to generate would cause a default in respect of such junior obligations, and

(e) that if, in the first complete fiscal year following the issuance of the first senior bonds under clause (I) of Section 208 hereof and thereafter, the schedules of tolls then in effect for traffic using the Oklahoma Turnpike System are not producing Net Revenues sufficient to satisfy the requirements in clauses (1) and (2) of paragraph (d) above, it will request the Traffic Engineers to make recommendations as to a revision of the schedules of tolls in order to produce the maximum amount of Net Revenues possible and, upon receiving such recommendations, it will revise such schedules of tolls in order to produce the maximum amount of Net Revenues possible; provided, however, that such maximum amount produced by such schedules of tolls need not exceed the Net Revenues sufficient to satisfy the requirements in clauses (1) and (2) of paragraph (d) above.

For purposes of computing the Debt Service Requirements for Balloon Indebtedness for any fiscal year in which all or a portion of the principal of such Indebtedness is payable, the amount of principal of and interest on such Indebtedness due and payable in such year, without employing the conventions of clause (A) of Section 209, shall be included in such computation unless there shall have been delivered to the Trustee prior to the first day of such fiscal year an Officer's Certificate, signed by the Chief Executive Officer, to the effect that the Authority has entered into an enforceable commitment in respect of the purchase of Indebtedness, or has deposited in trust moneys or Defeasance Obligations the maturing principal of and interest on which, without reinvestment, will provide moneys, sufficient to refund or pay the principal of and interest on such Balloon Indebtedness as such principal and interest come due during such fiscal year.

The Authority further covenants that if, in such first complete fiscal year following the issuance of the first senior bonds under clause (I) of Section 208 hereof and thereafter, the amount of the Net Revenues of the Oklahoma Turnpike System in any fiscal year shall be less than the amount required to satisfy the requirements of clauses (1) and (2) of paragraph (d) above for such fiscal year, it will, before the 45th day of the following fiscal year, request the Traffic Engineers to make recommendations as to a revision of the schedules of tolls for traffic using the Oklahoma Turnpike System in order to produce the maximum amount of Net Revenues possible and, upon receiving such recommendations, it will revise such schedules of tolls in order to produce the maximum amount of Net Revenues possible; provided, however, that such maximum amount produced by such schedule of tolls need not exceed the amount required to satisfy the requirements of clauses (1) and (2) of paragraph (d) above.

Anything in this Agreement to the contrary notwithstanding, if the Authority shall comply with all recommendations of the Traffic Engineers (or such independent engineer or engineering firm or corporation as hereinafter provided for in this Section) in respect of tolls, it will not constitute an event of default under the provisions of Section 801 of this Agreement even though the amount of the Net Revenues in any fiscal year shall be less than the amount required to satisfy the requirements of clauses (1) and (2) of paragraph (d) above for such fiscal year. In the event of any such deficiency and regardless of any recommendations of the Traffic Engineers or compliance therewith by the Authority, the Trustee or the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the bonds then outstanding may, however, and
the Trustee shall, upon the written request of the holders
of not less than twenty-five per centum (25%) in aggregate principal amount
of the bonds then outstanding and upon being indemnified to its satisfaction, institute and
prosecute in a court of competent jurisdiction an appropriate action to compel the Authority to
revise the schedules of tolls in order to produce the amount of Net Revenues required to satisfy
the requirements of clauses (1) and (2) of paragraph (d) above. The Authority covenants that it
will adopt and charge tolls in compliance with any final order, decree or judgment entered in any
such proceeding, or any modification thereof.

In the event that the Authority shall call upon the Traffic Engineers for their
recommendations as hereinabove in this Section required and the Traffic Engineers, after such
request by the Authority, shall fail to file with the Authority and with the Trustee such
recommendations in writing within one hundred twenty (120) days after such request, the
Trustee shall upon being notified of such failure by the Authority forthwith designate and
appoint an independent engineer or engineering firm or corporation having a nationwide and
favorable repute for skill and experience in such work in lieu of the Traffic Engineers to make a
survey and study and make recommendations as to a revision of the schedules of tolls, which
recommendations shall be reported in writing to the Authority and to the Trustee on or before the
1st day of the eighth month of such fiscal year. Such written report shall for all purposes be
considered to be the equivalent of and substitute for the recommendations of the Traffic
Engineers hereinabove mentioned.

The Authority further covenants that upon its making any request to the Traffic Engineers for
their recommendations as to a revision of the schedules of tolls or upon the receipt of any such
recommendations from the Traffic Engineers or upon the adoption by the Authority of any
revised schedule of tolls, certified copies of any such request, recommendations or revised
schedule of tolls so adopted will forthwith be filed with the Trustee and mailed by the Authority
to all bondholders who shall have filed their names and addresses with the Secretary and
Treasurer of the Authority for such purpose.

SECTION 502. Uniformity of Tolls. The Authority covenants that tolls will be classified
in a reasonable way to cover all traffic, so that the tolls may be uniform in application to all
traffic falling within any reasonable class regardless of the status or character of any person,
firm or corporation participating in the traffic, and that no reduced rate of toll will be allowed
within any such class except that, subject to the provisions of Section 501 of this Article,
provision may be made for the use of commutation or other tickets or privileges based upon
frequency or volume. The Authority further covenants that no free vehicular passage will be
permitted over the Oklahoma Turnpike System except to vehicles of members, officers and
employees of the Authority while they are in the discharge of their official duties, to vehicles of
any law enforcement officers responsible for enforcing traffic laws and the general laws of the
State and the United States Government on the Oklahoma Turnpike System, and to ambulances
and to vehicles of any municipal fire department to the extent permitted by the Authority.

SECTION 503. Revenue Fund. A special account is hereby created and designated
"Oklahoma Turnpike System Revenue Fund" (herein sometimes called the "Revenue Fund"). The Authority covenants that all tolls and other revenues derived from the operation or
ownership of the Oklahoma Turnpike System will be collected by the Authority and deposited
daily, so far as practicable, with the Depositary to the credit of the Revenue Fund, and that a
statement giving the name of the Turnpike Project from which such revenues were derived will
accompany each such deposit with such Depositary.
SECTION 504. Annual Inspection of Oklahoma Turnpike System. The Authority covenants that it will cause the Consulting Engineers employed by it under the provisions of Section 706 of this Agreement, among such other duties as may be imposed upon them by the Authority or by this Agreement, to make an inspection of the Oklahoma Turnpike System at least once in each year and, on or before the 1st day of October in each fiscal year, to submit to the Authority a report setting forth with respect to the Oklahoma Turnpike System (a) their findings whether the Oklahoma Turnpike System has been maintained in good repair, working order and condition and (b) their recommendations as to

(i) the proper maintenance, repair and operation of the Oklahoma Turnpike System during the ensuing fiscal year and an estimate of the amount of money necessary for such purposes,

(ii) the insurance to be carried under the provisions of Sections 707 and 708 of this Agreement, and

(iii) the amount that should be deposited monthly during the ensuing fiscal year to the credit of the Reserve Maintenance Fund to be applied or held in reserve for the purposes set forth in Section 510 of this Article.

The Authority further covenants that it will cause the Consulting Engineers to submit to the Authority at least three (3) months prior to the opening of each Turnpike Project for traffic a report setting forth their recommendations with respect to the matters set forth in items (i), (ii) and (iii) of clause (b) above for the period of time from the opening of such Turnpike Project for traffic until the close of the then current fiscal year if such Turnpike Project shall be opened for traffic before October 1 of such fiscal year, and until the close of the ensuing fiscal year if such Turnpike Project shall be opened for traffic on or after October 1 of a fiscal year.

Promptly after the receipt of such reports by the Authority, copies thereof shall be filed with the Trustee and mailed by the Authority to all bondholders who shall have filed their names and addresses with the Secretary and Treasurer of the Authority for such purpose.

The Authority further covenants that, if any such report of the Consulting Engineers shall set forth that the Oklahoma Turnpike System has not been maintained in good repair, working order and condition, it will, from the revenues of the Oklahoma Turnpike System, promptly restore the Oklahoma Turnpike System to good repair, working order and condition with all expedition practicable in accordance with the recommendations of the Consulting Engineers.

Promptly after the receipt of such reports by the Authority, copies thereof shall be filed with the Trustee and mailed by the Authority to all bondholders who shall have filed their names and addresses with the Secretary and Treasurer of the Authority for such purpose.

SECTION 505. Annual Budget. The Authority covenants that on or before the 10th day of October in each fiscal year it will prepare a preliminary budget of Current Expenses and of monthly deposits to the credit of the Reserve Maintenance Fund for the ensuing fiscal year and the amounts and purposes for which moneys held for the credit of the Reserve Maintenance Fund will be disbursed. On or before the 20th day of October in such fiscal year copies of each such preliminary budget shall be filed with the Trustee and each Depositary and mailed by the
Authority to the Consulting Engineers, the Traffic
Engineers and all bondholders who shall have filed their names and
addresses with the Secretary and Treasurer of the Authority for such purpose. The Authority
further covenants that it will comply with any reasonable request of the Trustee, each Depositary
or the Consulting Engineers as to the classifications in which such budget shall be prepared,
particularly with respect to the divisions into which such budget shall be divided.

If the Trustee or the owners of five per centum (5%) in aggregate principal amount of the
bonds then outstanding shall so request the Authority in writing on or before the 1st day of
November in any fiscal year, the Authority shall hold a public hearing on or before the 20th day
of November in such fiscal year at which the Trustee or any bondholder may appear in person or
by agent or attorney and present any objections he may have to the final adoption of such
budget. Notice of the time and place of such hearing shall be mailed by the Authority at least ten
(10) days prior to the date fixed by the Authority for the hearing to the Trustee, the Consulting
Engineers, the Traffic Engineers and all bondholders who shall have filed their names and
addresses with the Secretary and Treasurer of the Authority for such purpose.

The Authority further covenants that on or before the 1st day of December in such fiscal year
it will finally adopt the budget of Current Expenses and of monthly deposits to the credit of the
Reserve Maintenance Fund for the ensuing fiscal year and the amounts and purposes for which
moneys held for the credit of the Reserve Maintenance Fund will be disbursed (herein sometimes
called the "Annual Budget") and that the total appropriations in any division thereof will not
exceed the total appropriations in the corresponding division in the preliminary budget. On or
before the 10th day of December in such fiscal year copies of the Annual Budget shall be filed
with the Trustee and each Depositary and mailed by the Authority to the Consulting Engineers,
the Traffic Engineers and all bondholders who shall have filed their names and addresses with
the Secretary and Treasurer of the Authority for such purpose.

If for any reason the Authority shall not have adopted the Annual Budget before the first day
of any fiscal year, the preliminary budget for such fiscal year, if approved by the Consulting
Engineers, or if there is none so approved, the budget for the preceding fiscal year shall, until the
adoption of the Annual Budget, be deemed to be in force and shall be treated as the Annual
Budget under the provisions of this Article.

The Authority may at any time adopt an amended or supplemental Annual Budget for the
remainder of the then current fiscal year, but no such amended or supplemental Annual Budget
shall be effective until it shall be approved by the Consulting Engineers, and when so approved
the Annual Budget so amended or supplemented shall be treated as the Annual Budget under the
provisions of this Article. At least thirty (30) days prior to the adoption of any amended or
supplemental Annual Budget, the Authority shall cause a notice of the proposed adoption of such
amended or supplemental Annual Budget to be filed with the Trustee and each Depositary and to
be mailed to the Consulting Engineers, the Traffic Engineers and all bondholders who shall have
filed their names and addresses with the Secretary and Treasurer of the Authority for such
purpose. Such notice shall briefly set forth the nature of the proposed amended or supplemental
Annual Budget and shall state that copies thereof are on file at the principal office of the Trustee
for inspection by all bondholders. Copies of any such amended or supplemental Annual Budget
shall be filed with the Trustee and each Depositary and mailed by the Authority to the Consulting
Engineers, the Traffic Engineers and all bondholders who shall have filed their names and
addresses with the Secretary and Treasurer of the Authority for such purpose.
The Authority further covenants that the Current
Expenses incurred in any fiscal year will not exceed the reasonable and
necessary amount thereof, and that it will not expend any amount or incur any obligations for
maintenance, repair and operation of the Oklahoma Turnpike System in excess of the amounts
provided for Current Expenses in the Annual Budget, except amounts that may be paid from the
Reserve Maintenance Fund. Nothing in this Section contained shall limit the amount the
Authority may expend for Current Expenses in any fiscal year provided any amounts expended
therefor in excess of the amounts provided for Current Expenses in the Annual Budget shall be
received by the Authority from some source other than the revenues of the Oklahoma Turnpike
System, and the Authority shall not make any reimbursement therefor from such revenues.