

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

RESOLUTION NO. 03-38

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is pursuing the development of the US 183-A turnpike project; and

WHEREAS, the CTRMA has received a grant of \$12.7 million from TxDOT as financial assistance to fund certain activities associated with the development of US 183-A (the "183-A Toll Equity Grant"); and

WHEREAS, HNTB, the general engineering consultant retained by the CTRMA (the "GEC"), has developed a scope of work and a proposed budget for the work necessary to expeditiously pursue the development of US 183-A and prepare the project for the issuance of turnpike revenue bonds; and

WHEREAS, a copy of that proposed scope of work and budget is contained in the work authorization attached hereto as Exhibit A (the "183-A Work Authorization"); and

WHEREAS, the CTRMA Board of Directors must approve the 183-A Work Authorization before the GEC may proceed with work thereunder; and

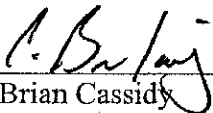
WHEREAS, the GEC has represented to the Board of Directors that the work reflected in the Work Authorization is necessary and appropriate to pursue the development of US 183-A; and

WHEREAS, the 183-A Work Authorization has also been submitted to TxDOT and the TTA Division for review and approval so as to assure that expenses incurred pursuant to the 183-A Work Authorization are reimbursable to the CTRMA from the 183-A Toll Equity Grant;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the 183-A Work Authorization provided that (a) no work be undertaken that is not within the scope of what TxDOT approves as being reimbursable under the 183-A Toll Equity Grant; (b) any work commenced under the 183-A Work Authorization be subject to the contract to be executed by the CTRMA and the GEC; and (c) any work commenced under the 183-A Work Authorization be approved, in advance, by the Executive Committee.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-38
Date Passed 8/27/03

WORK AUTHORIZATION NO. 3

CENTRAL TEXAS RMA

SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)

GENERAL PROJECT OVERVIEW

GEC Core Staff and US 183A Schematic review and revisions

The scope of services for this task order shall include General Engineering services for the CTRMA and Preliminary Design (which shall include evaluation of the existing US 183A Schematic, revisions to Schematic to modify the plan as appropriate, route and design studies, public involvement and environmental document updating, drainage studies, and toll facilities concept/study); Public Involvement; Determination of Project Phasing; Survey; ROW assessment and preparation of ROW plans and documents; and cost certification for the Official Statement Bond documents of US-183A from SH 45 at US183 to a connection with US 183, north of Leander, a distance of approximately 11 miles.

1) MAINTAIN CORE GEC STAFF

The GEC will maintain a core staff of three persons at an office to be designated by the CTRMA. These three people will respond to requests by the CTRMA Board, according to the Scope of Work contained in the master agreement. The GEC core staff will be supported with expertise in Public Involvement, financing methods and the legal and ROW issues involving US 183A roadway development and innovative finance methods.

2) PROJECT MANAGEMENT FOR THE DEVELOPMENT OF US 183A

- a) Design Strategy Meeting: Discuss development of design criteria, toll facility objectives, access management, typical cross section and general process discussion for the development of US 183A. The GEC's Project Manager and the GEC's task team leaders will participate in the Design Strategy Meeting. GEC will prepare and evaluate design needs, concepts, and guideline information into a Design Summary Report (DSR).
- b) Scheduling: The GEC will develop a detailed, graphic project schedule for complete development of the US 183-A project. This will include identification and integration of all activities with the Traffic and Revenue Consultant, Bond Counsel, Legal Staff, Financial Advisor and Public Involvement. The schedule (in Microsoft Project format) will indicate tasks, subtasks, critical dates, milestone events, deliverables, and information requested from external agencies. The project schedule will be in a format

which depicts the order and interdependence of the various tasks, subtasks, milestones, and deliverables for each task identified herein. As a part of the schedule development the GEC will evaluate various constraints and maximize the efficiency of the project.

- c) Progress Reports, Invoices and Billings: The GEC will prepare monthly progress reports (one copy) for review by CTRMA's designee. Invoices for all work completed during the period will be submitted monthly from the GEC and all sub-consultants. Monthly progress reports will include:
 - i) Activities during the reporting period
 - ii) Activities planned for the next period
 - iii) Problems encountered and actions to remedy them
 - iv) Overall status, including a tabulation of percentage completed.
- d) Correspondence: The GEC will submit all written materials, letters, survey forms, etc. used to solicit information or collect data for the project to the CTRMA, or designee, for review and acceptance before its use or distribution. Word processing will be prepared using Microsoft Office 2000 Professional Office Version.
- e) Communication with other resources and/or agencies regarding this project will be handled solely by GEC to ensure all parties are properly notified of any conclusions reached from these communications.
- f) Release of Information. The GEC will not release any project information without consent of the CTRMA's designee.
- g) Document Printing and Distribution. The GEC will be responsible for development of electronic document files and for printing copies of all draft and final documents, reports, etc. produced for the Project except where defined by each specific Task. GEC will be responsible for the distribution of all draft and final documents to appropriate agencies and the public.
- h) Attendance and report at monthly CTRMA Board Meetings, Executive Committee, Planning Committee and other committee functions involving the development of 183A.
- i) Close-Out: Upon completion of the Preliminary Engineering phase, the GEC will organize and retain copies of all associated materials on behalf of CTRMA.

3) ROUTE AND DESIGN STUDIES FOR THE DEVELOPMENT OF US 183A

a) Design Schematic review and evaluation

- i) Review and update where appropriate the design criteria for the US 183A to meet current TxDOT standards.
- ii) The GEC will review and where appropriate revise horizontal and vertical alignments for US 183A. Roadway geometry will be based on the criteria and requirements set forth in part IV of the TxDOT Roadway Design Manual.

(1) Design speed

(a) Mainlanes: 70 mph

(b) Ramps and Frontage Roads: 40 mph

(c) Cross streets consistent with all locally applicable major thoroughfare plans, including those of Austin, Cedar Park, and Leander.

(2) The horizontal alignment will show bearings in the tangent sections and complete curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the center-line, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevations with transitions, direction of traffic flow, and layouts for all speed change lanes. The GEC will provide horizontal alignments as follows:

(a) Mainlane horizontal alignment.

(b) Frontage road horizontal alignment.

(c) Entrance and exit ramps horizontal alignments for both south and north bound directions.

(d) Cross street horizontal alignments, best fit of the existing cross street between the frontage roads.

(3) The GEC will review and where appropriate develop horizontal turnarounds at existing grade separation structures. Deceleration lanes will be provided for on all turnarounds. Acceleration lanes will be provided for on turnarounds.

(4) The vertical alignment will show existing and proposed elevations at 100-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, "K" values (evaluation to obtain minimum "K" values), and tangent grades. The GEC will assess the changes made to the TxDOT Design Manual to see if cost saving can be made by adjusting the vertical alignment. The GEC will provide vertical alignments as follows:

- (a) Main lane vertical alignment.
 - (b) Frontage road vertical alignment.
 - (c) Entrance and exit ramps vertical alignments.
 - (d) Cross road vertical alignments,
 - (e) Turnaround vertical alignments, straight grade alignments between the frontage roads.
- (5) The schematic will be prepared in US Customary units with MicroStation J and GEOPAK 2000.
- (6) The GEC will provide up to 10 senior technical staff to participate in a 5-day Value Engineering Study (V. E. Study.) The GEC will provide a color schematic on roll plans to be used at the V. E. Study.
- The GEC will prepare for the Value Engineering Study by developing a cost estimate matrix for the schematic including cost per section, cost per major bid item, cost per interchange etc. This will be done to better determine where cost savings can be found.
- (7) The GEC will assess the currently proposed retaining walls required as part of the project. Geotechnical evaluation of the preferred type will not be completed under this Work Authorization.
- iii) The GEC will evaluate and revise typical sections on the schematic drawing using sections approved by CTRMA. Typical sections for reworking crossroads will also be developed by the GEC and shown on the schematic. The typical sections will also show the intermediate phases of construction related to the construction phasing.
 - iv) The GEC will identify and locate all known utilities impacting the 183A schematic design.
 - v) The GEC will review the earthwork cross-sections and evaluated how to improve section to minimize costs and maintain safety.
 - vi) The GEC will develop line diagrams for traffic and revenue for multiple options to be used in developing the construction phasing.
 - vii) GEC will re-evaluate the capacity and level of service analysis based on any revisions to the traffic information provided by the Traffic and Revenue Consultant. The scope of services and related fee for the Traffic and Revenue Consultant is not included in this Work Authorization.

- viii) The GEC will prepare the schematic drawing using the same scale, legend and symbol as the existing US 183 A schematic.
- ix) GEC will review the locations of guide signs and pavement markings in compliance with Texas Manual for Uniform Traffic Control Devices (TMUTCD). The GEC will update any signs due to revisions made to the geometric design. Guide signs will be included on the schematic.
- x) The GEC will complete any traffic signal warrant studies.
- xi) The GEC shall provide to CTRMA, as a final product, one Mylar copy of the schematic and two (5) Color copies of the schematic. The final schematic shall also be provided in a digital format. CADD Files shall be provided for Document and Information Exchange. Schematic will include the items included in the CTRMA checklist. The updated final schematic will include the following:
 - (1) The location of all main lanes, grade separations, frontage roads, and ramps
 - (2) Vertical profiles for mainlanes, frontage and ramps.
 - (3) Traffic flow direction on all roadways.
 - (4) Right of Way and Control of Access lines
 - (5) Geometric typical sections (including pavement cross slopes, lane and shoulder widths, and slope rates for cuts and fills) for proposed mainlanes, ramps, frontage roads, and cross streets
 - (6) Toll Plaza Footprints and layouts
 - (7) Current and projected traffic volumes as provided by CTRMA (20-year, unless determined otherwise by the CTRMA)
 - (8) Guide signs
 - (9) Toll signs
 - (10) Geometry of speed change (acceleration, deceleration, climbing, etc.) lanes
 - (11) Location of proposed structures, including pertinent dimensions, lanes on roadways and decks, directions of travel and preliminary vertical clearances for grade separations.
- xii) Additional copies of schematics to be provided include:
 - (1) Preliminary schematic, three copies, for review by CTRMA.
 - (2) Draft Final schematic, three copies, for CTRMA and FHWA review.

- b) Pavement design for the all roadways within 183A: Main lanes, Frontage Roads, Ramps, and Cross streets within the US 183A ROW.
- c) Evaluation will be completed for splitting of the project into multiple construction projects in order to develop the multiple projects. The basis for the construction phasing will be to create an efficient project to build as a toll facility that is financially viable and minimizes the traffic delays.
- d) The GEC will develop a certified construction estimate for each phase of the construction detailed in the construction phasing.

4) ENVIRONMENTAL UPDATING FOR US 183A

The GEC will assess any deviations from the current Environmental Impact Statement (EIS) and will draft a letter requesting approval of any changes to the EIS including appropriate evaluation of the impact of the changes to the EIS. Modifications in these areas are within the areas of the scope of services:

- i) Cultural Resources & Surveys
- ii) Noise and Air Quality Analysis
- iii) Wetland investigations
- iv) Hazardous Materials
- v) Endangered Species Coordination/Mitigation

GEC believes that the environmental documents can be updated via a re-evaluation of the EIS. However, the cost if more extensive services are required to modify the EIS or other unanticipated complications, such as significant alignment shifts or additional project or public meeting(s) are not included in the scope, schedule, and budget.

5) PUBLIC INVOLVMENT FOR US 183A

The GEC will provide a colored schematic, showing roadway typical sections, mounted on presentation boards with photos of existing interchanges for four public meetings/hearing as required for US 183A with the intent of developing informed public consent for the project. GEC will make all arrangements for the public meetings/hearing and will handle all mailings, advertisements, and announcements for the public meetings/hearing for US 183A.

- a) The GEC conduct and handle the public meetings/hearing and will make all formal presentations at these meetings.
- b) The GEC will meet with stakeholders during the schematic design process as directed by CTRMA in order to deliver informed public consent for the development of US 183A. It

is anticipated that the project stakeholders will include neighborhood associations, business groups, civic organizations, and area public officials

- c) The meeting minutes and meeting summaries for the public meetings/hearing will be recorded and prepared by the GEC.
- d) The GEC will also develop a community and governmental relations program to gain informed public consent for the US 183A project. This activities will include:
 - 1. Public Involvement Publications and notifications
 - 2. Audio/Visual Production
 - 3. Brochures, Informational Pieces, Presentations
 - 4. Community and Industry Relations
 - 5. Consumer Attitude Tracking
 - 6. Crisis Communication Plan & Training
 - 7. Government Relations
 - 8. Regulatory Review and Analysis
 - 9. Media Relations
 - 10. Strategic Planning

These activities, initiated for US 183A, will serve as a template for future CTRMA activities.

6) ROW AND UTILITY ADJUSTMENT FOR THE DEVELOPMENT OF US 183A

- a) The GEC will prepare a Right of Way and Control of Access map in order to determine the correct ROW needed. The GEC will modify the ROW map as necessary to provide the most efficient design. Previously establish ground control for the project will be used to document changes to the ROW. Specific attention will be paid to the frontage road side slopes, drainage requirements and conformance with reasonable access where access is allowed. The GEC will evaluate and incorporate ROW previously acquired by other entities.
- b) The GEC will determine any changes to existing ownership information for property adjoining CTRMA right of way.
- c) The GEC will develop metes and bounds descriptions for parcels to be taken.
- d) Assess alternate access to adjacent property to determine, costs, impacts to development of the frontage roads.

- e) Utility Coordination
 - i) Identification of potential conflicts
 - ii) Estimate of likely construction costs for utility relocation
 - iii) Coordination with utility companies regarding the needed adjustment of conflicting utilities.
 - iv) Prepare and negotiate all utility agreements.
- e) Acquire parcels necessary for US 183A right-of-way.

7) FIELD SURVEYING FOR THE DEVELOPMENT OF US 183A

- a) GEC will use the planimetric survey and digital topography developed by TTA for existing schematic. New mapping of the corridor is not including in this task order
- b) Additional topographic information to supplement the planimetric survey information as follows
 - i) Field survey near drainage outfalls to develop properly sized drainage easements.
 - ii) Update planimetric for changes that have occurred since the flight
 - iii) Field survey of proposed roadway centerline
 - iv) Field survey of proposed right-of-way
 - v) Field survey and location of existing utilities
- c) Provide any temporary traffic control such as signs, flags, flaggers, and safety equipment that may be required.

8) TOLL FACILITIES AND TOLL ASSESSMENTS FOR THE DEVELOPMENT OF US 183A

- a) Complete line diagrams for various options to be studied by the Traffic & Revenue consultant to be used to assess appropriate phasing and Toll facility locations. The scope of services and associated fee for the Traffic and Revenue consultant is not included in this Work Authorization.
- b) Review and assess existing schematic toll collection facilities. Develop recommendations for alternate or interim toll facilities. Revise schematic drawing to show appropriate toll facilities to maximize toll revenues.

- c) Assess the impacts of current location of main lane toll plaza relative to existing residential neighborhoods and assess if better location for main lane toll plaza can be developed.
- d) Where necessary modify ramp locations on schematic design to maximize toll revenue
- e) Develop standardized toll signage for toll plazas, ramps, and mainlines

9) HYDROLOGY AND HYDRAULICS FOR THE DEVELOPMENT OF US 183A

- a) Place locations of existing outfalls for cross drainage and storm sewer systems on schematic.
- b) Develop preliminary report for hydrology and hydraulics to determine appropriate drainage outfall sizes and develop reasonable estimation of drainage costs.
- c) Existing Hydrology or hydraulic studies will be reviewed to evaluate the 100 year storm elevations. The GEC will determine the approximate limits of the 100-year flood boundary based on current FEMA Flood Insurance Rate Maps for inclusion on the roadway schematic. GEC will evaluate the 100-year storm elevation with the Mainlane vertical profile.
- d) Coordination and agreements required with COE and TCEQ for all related activities.
- e) Develop a water quality plan including an implementation plan for water quality facilities including basins, filters, ponds, etc.

DELIVERABLES FOR THE DEVELOPMENT OF US 183A

Design Summary Report

Preliminary Schematic

Draft Final Schematic

Design Schematic

Value Engineering Report

Construction Phasing Plan

Certified Construction Cost Estimate

Public Meeting/Hearing Minutes and Summary

Required Environmental Documentation

Revised ROW Map and required parcel descriptions

Estimate of Utility Relocation Costs

Utility Relocation Agreements

Updated Planimetric and Topographic Mapping

Line Diagrams for Toll Assessment

Preliminary Hydrology and Hydraulics Report

Water Quality Plan

Engineers Certification Report required for the Official Statement

NOTES:

- 1) All design shall be in accordance with the above references, except where variances are permitted in writing by CTRMA.
- 2) The GEC is responsible for purchasing all references, which are required for the project.

GEC 05183A
 HNTB CORPORATION - MANHOUR BREAKDOWN
 AUGUST 2003
 CHRYSLER
 CONTRACTING
 WORK AUTHORIZATION NO.

MANHOURS

Work Description	(Labor Rates)							TOTAL HRS
	A	B	C	D	E	F	G	
Core GEC Staff	3720	2200	380	400	800	4120	11620	
Project Management	320	476	614	264	272	1692	3638	
Route and Design Studies	264	484	1918	3640	2162	236	8704	
Environmental	36	104	228	416	268	180	1232	
Public Involvement/Relations	460	1422	1320	2029	1245	648	7124	
Design Survey Review	40	200	1896	2540	2040	2244	8960	
Toll Assessment and Collection	64	160	306	1242	1060	2420	5228	
Hydrology & Hydraulics	24	68	272	480	240	16	1200	
			388	400	304	80	1264	

TOTAL HNTB DIRECT LABOR COST	4968	5242	7322	11411	8391	11636	48970
% of Total Hours by Labor Classification	10.14%	10.70%	14.95%	23.30%	17.13%	23.76%	100.00%

HNTB LABOR COST	\$ 347,760.00	\$ 314,520.00	\$ 366,100.00	\$ 410,796.00	\$ 251,730.00	\$ 232,720.00	\$ 1,923,626.00
OVERHEAD COST	\$ 608,580.00	\$ 550,410.00	\$ 640,675.00	\$ 718,893.00	\$ 440,527.50	\$ 407,260.00	\$ 3,366,345.50
SUBTOTAL LABOR	\$ 956,340.00	\$ 864,930.00	\$ 1,006,775.00	\$ 1,129,689.00	\$ 692,257.50	\$ 639,980.00	\$ 5,289,971.50

HNTB Corporation - TOTAL PROJECT DIRECT COSTS

Total Expenses \$589,000

\$589,000

TOTAL HNTB DIRECT COSTS

SUBTOTAL PROJECT COST	\$ 5,878,972
PROJECT PROFIT	\$ 881,846

TOTAL PROJECT COST \$6,760,817

LABOR CLASSIFICATION	A	B	C	D	E	F	G
Lead/Estimator							
St. QA/QC Reviewer							
Project Manager							
St. Project Engineer							
Designer/Engineer							
QA/QC/Technician							
Client							

LABOR CLASSIFICATION	A	B	C	D	E	F	G
HNTB Client/Supplier							
Client/Supplier							

CHRISTOPHER GUSTAFSON
 HNTB Corporation VANHOULBROOKDOWN
 August 8, 2005
 CERMA CONTRACTING
 WORK AUTHORIZATION NO.

Project Management

Task	Work Description	MANHOURS							TOTAL HRS
		A	B	C	D	E	F	G	
	(Labor Rate	\$ 70.00	\$ 60.00	\$ 50.00	\$ 35.00	\$ 30.00	\$ 20.00	\$ 20.00	
1	General Engineering Consultant	3000	2000	140	200	560	4000	9900	
2	Finance Related Activities	720	200	240	200	240	120	1720	
3	Legal Activities							0	
TOTAL HNTB DIRECT LABOR		3720	2200	380	400	800	4120	11620	
		32.01%	18.93%	3.27%	3.44%	6.88%	35.46%		
		% Total by Classification							

CIRMA CONTRACTORS
CONTRACTORS
WORK AUTHORIZATION NO. 1

Task	Work Description	Project Management							TOTAL HRS
		A	B	C	D	E	F	G	
		(Labor Rate \$ 70.00)	(Labor Rate \$ 50.00)	(Labor Rate \$ 50.00)	(Labor Rate \$ 36.00)	(Labor Rate \$ 30.00)	(Labor Rate \$ 20.00)	(Labor Rate \$ 20.00)	
1	Design Kick-off Meeting	16	12	40	20	20	20	20	128
2	Scheduling	8	40	60	0	0	0	20	128
3	Progress Reports and invoices	8	32	60	40	0	0	80	220
4	Correspondence	8	60	80	24	0	0	100	272
5	Document Printing and Distribution	4	32	32	16	100	120	160	304
6	File management and Document Control	8	24	60	32	20	20	160	304
7	Monthly CIRMA Board Meetings	192	192	192	72	72	72	192	912
8	Project Administration	60	60	40	40	40	40	960	1200
9	Phase I close-out	16	24	50	20	20	20	40	170
TOTAL HNTB DIRECT LABOR		320	476	614	264	272	1692	3638	
		8.80%	13.08%	16.88%	7.26%	7.48%	46.51%		

Expenses

CONTRACT NO. HNTB/02/03/001 MANHOURLY BREAKDOWN
 CONTRACT NO. 0583100001 WORK AUTHORIZATION NO. 0583100001

Route and Design Studies

Task	Work Description	MANHOURS							TOTAL HRS
		A	B	C	D	E	F		
		(Labor Rate \$ 70.00)	(Labor Rate \$ 60.00)	(Labor Rate \$ 50.00)	(Labor Rate \$ 36.00)	(Labor Rate \$ 30.00)	(Labor Rate \$ 20.00)		
1	Develop Roadway Design Criteria	20	40	120	80	16	20	296	
2	Typical Sections	0	8	24	80	80	0	192	
3	Horizontal Alignments (5 rolls - 100:1)	-	-	-	-	-	-	-	
4	Centerline	4	8	120	120	72	0	324	
4	Frontage Roads	4	8	80	80	40	0	212	
5	Ramps	4	8	88	96	90	0	286	
6	Cross Streets	4	8	16	60	50	0	138	
7	Vertical Alignments (5 rolls-100:1)	-	-	-	-	-	-	-	
4	Mainlanes	4	12	160	200	60	0	436	
8	Frontage Roads	4	12	96	250	80	0	442	
9	Ramps	4	12	96	300	120	0	532	
10	Cross Streets	4	12	50	150	60	0	276	
11	Turnaround Evaluation/Design	-	-	-	-	-	-	-	
4	Horizontal	4	4	32	32	40	0	112	
12	Vertical	4	0	32	64	80	0	180	
13	Schematic Annotation (5 rolls)	0	8	32	120	200	0	360	
14	Value Engineering Preparation	8	16	40	80	80	16	240	
15	Value Engineering Study	40	80	160	120	40	20	460	
16	Value Engineering Report	4	16	32	80	30	20	182	
17	Retaining Wall analysis	4	8	20	160	32	0	224	
18	Typical Section Analysis and revision	4	16	32	80	32	0	164	
19	Cross Section and Earthwork Analysis and Revisions	4	16	84	360	240	0	704	
20	Traffic Line Diagrams	8	16	40	120	60	16	260	
21	Level of Service Analysis (mainlanes & Ramps only)	-	-	-	-	-	-	-	
4	Mainlanes	4	8	40	120	16	0	188	
22	Ramps & weaving	4	8	40	120	16	0	188	
23	Traffic Signal Warrants	0	4	30	60	24	16	134	
24	Guide Sign Review and Revisions	0	8	24	40	40	0	112	
25	Schematic submittal	4	4	4	40	80	40	172	
26	Pavement Design	4	16	60	120	120	40	360	
27	Preliminary Quantities	4	8	24	32	40	0	108	
28	Preliminary Cost Estimate	8	8	16	32	40	0	104	
29	Evaluation of Construction Sequencing	8	32	120	100	60	8	328	
30	Exhibits of elements in construction sequence	4	8	30	160	120	0	322	
31	Design Exception Evaluation	4	8	16	24	24	0	76	
32	Certified Construction Estimate	8	24	160	160	80	40	472	
33	QA/QC - Route and Design Studies	80	40	0	0	0	0	120	

TOTAL HNTB DIRECT LABOR	264	484	1918	3640	2162	236	8704
% Total by Classification	3.03%	5.56%	22.04%	41.82%	24.84%	2.71%	

GR 6163-05188A ENVIRONMENTAL MANHOURLY BREAKDOWN WORKSHEET/REPORT

Task	Work Description	MANHOOURS						
		A	B	C	D	E	F	TOTAL
		(Labor Rate \$ 70.00)	(Labor Rate \$ 60.00)	(Labor Rate \$ 50.00)	(Labor Rate \$ 36.00)	(Labor Rate \$ 30.00)	(Labor Rate \$ 20.00)	HR\$
1	Letter of Revision to EIS	4	16	16	40	40	40	156
2	Overall drafting of letter	0	16	48	40	24	40	168
3	Cultural Resources	0	8	16	40	24	40	128
4	Noise and Air Quality	0	8	32	60	32	8	140
5	Wetland Investigations	0	8	16	48	24	16	112
6	Hazardous Materials	0	8	12	48	24	20	112
7	Endangered Species Coordination/Mitigation		24	88	140	100	16	368
8	QA/QC - Environmental Studies	32	16	0	0	0	0	48
TOTAL ENTB DIRECT LABOR		36	104	228	416	268	180	1232
		<i>% Total by Classification</i>	<i>8.44%</i>	<i>18.51%</i>	<i>33.77%</i>	<i>21.75%</i>	<i>14.61%</i>	

CITY OF GAITHERSBURG, MARYLAND
 HNTB CORPORATION - MANHOURS BY TASK
 AUGUST 8, 2003
 GERMANTOWN CONTRACTING CORPORATION
 WORK AUTHORIZATION NO. 1

Public Involvement/Relations

Task	Work Description	MANHOURS						TOTAL HRS
		A	B	C	D	E	F	
	(Labor Rate \$ 70.00)	\$ 60.00	\$ 50.00	\$ 36.00	\$ 30.00	\$ 50.00	\$ 50.00	
1	Exhibits for Public Meetings (4)	0	20	20	80	80	36	236
2	Prepare for and Attend Public Meetings (4)	32	40	120	120	60	120	492
3	Stakeholder, Neighborhood meetings	300	334	360	360	180	80	1614
4	Prepare meeting minutes	0	160	40	24	12	120	356
5	Public Involvement Publications and notices				72	52	48	172
6	Audio Visual Production				80	120	24	224
7	Brochures, Informational Pieces, Presentation				165	85	36	286
8	Community and Industry Relations	40	240	240	300	200	40	1060
9	Consumer Attitude Tracking				110	30	20	160
10	Crisis Communications Plan & Training				12	12	24	48
11	Government Relations	40	300	240	160	160	36	936
12	Internal Communications				40	10	12	62
13	Legislative Monitoring	16	240	160	80	40	12	548
14	Media Relations	8	32	60	300	150	24	574
15	Strategic Planning	16	40	40	70	30	8	204
16	Special Projects as Assigned	8	16	40	56	24	8	152

TOTAL HNTB DIRECT LABOR	460	1422	1320	2029	1245	648	7124
% Total by Classification	6.46%	19.96%	18.53%	28.48%	17.48%	9.10%	

Expenses

Advertising	\$25,000
Trade Show and Static Displays	\$10,000
Public Meeting expenses	\$32,000
Total Expenses	\$67,000

CITY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 CONTRACT NO. 58
 WORK ORGANIZATION NO.

ROW Review & Updated documents

MANHOURS

Task	Work Description	(Labor Rate)									TOTAL HRS
		A	B	C	D	E	F	G	H	I	
		\$ 70.00	\$ 60.00	\$ 50.00	\$ 36.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	
1	ROW Assessment and determination	0	24	40	80	40	2	2	2	2	186
2	ROW Map revisions	0	4	36	80	60	20	20	20	20	200
3	Metes and Bounds for parcels to be taken	0	60	240	480	480	360	360	360	360	1620
4	Access Management and Control of Access determination Utility Coordination	0	40	60	80	60	8	8	8	8	248
5	Identify Potential Conflicts	0	24	80	480	480	840	840	840	840	1904
6	Update to current cost estimates	0	8	120	80	20	40	40	40	40	268
7	Coordination with Utility Companies	0	16	40	60	20	24	24	24	24	160
8	Acquire ROW parcels	0	0	1280	1200	880	950	950	950	950	4310
9	QA/QC	40	24	0	0	0	0	0	0	0	64
TOTAL HNTB DIRECT LABOR		40	200	1896	2540	2040	2244	2244	2244	2244	8960
		% Total by Classification		0.45%	2.23%	21.16%	28.33%	22.77%	25.04%	25.04%	

C:\CEN\105182
 CENTER CONDITION - MANHOUBREAKDOWN
 A105182.1051
 CERMA
 CONTRACT NO. 55
 WORKS AUTHORIZATION NO.

Design Survey Review

Task	Work Description	MANHOURS							TOTAL HRS
		A	B	C	D	E	F	G	
	(Labor Rate \$ 70.00 \$ 60.00 \$ 50.00 \$ 36.00 \$ 30.00 \$ 20.00)								
1	Review Existing Survey, dtm and Topographic data	0	16	12	12	40	4	84	
2	Field Survey of Centerline	0	40	72	300	120	960	1492	
3	Field Survey of Proposed Right-of-Way	0	40	72	300	120	1080	1612	
4	Survey drainage easements and additional topo features	0	16	50	150	300	16	532	
40	Update Topography and dtm	0	16	100	480	480	360	1436	
	QA/QC	40	32	0	0	0	0	72	
TOTAL HNTB DIRECT LABOR		40	160	306	1242	1060	2420	5228	
		% Total by Classification		0.77%	3.06%	5.83%	23.76%	20.28%	46.29%

CURTIS CONSULTANTS, INC. CONTRACTING AND WORK AUTHORIZATION
 UNITED CORPORATION - MANHATTAN, NEW YORK
 August 2003

Toll Assessment and Collection

Task	Work Description	MANHOURS						TOTAL HRS
		A	B	C	D	E	F	
	(Labor Rate)	\$ 70.00	\$ 60.00	\$ 50.00	\$ 36.00	\$ 30.00	\$ 20.00	
1	Line Diagrams for Toll options	0	24	72	120	40	16	272
	Review existing Toll Plan and Revise	8	24	80	120	80	0	312
	Assess Current ML Toll Plaza location / relocate	8	24	60	120	40	0	252
	Assess and revise current ramp locations to max efficiency	8	32	60	120	80	0	300
2	QA/QC	40	24	0	0	0	0	64
TOTAL HNTB DIRECT LABOR		64	128	272	480	240	16	1200
		5.33%	10.67%	22.67%	40.00%	20.00%	1.33%	
		<i>% Total by Classification</i>						

CHRYSLER FINANCIAL GROUP
 HNTB Corporation - MANHOUR BREAKDOWN
 2005-08-2005

CIRWA
 CONTRACT NO. 05-001
 WORK AUTHORIZATION NO. 1

Hydrology & Hydraulics

Task	Work Description	MANHOURS							TOTAL HRS
		A	B	C	D	E	F	TOTAL	
	(Labor Rate	\$ 70.00	\$ 60.00	\$ 50.00	\$ 36.00	\$ 30.00	\$ 20.00		HRS
1	Locate Outfalls for drainage systems	0	8	8	40	32	0	88	
2	Develop preliminary Hydrology and Hydraulic Report	0	16	120	120	32	40	328	
3	Assess Toll Facility with Hydrology & Hydraulics Report	0	16	60	80	120	0	276	
4	Develop a water Quality plan	4	16	200	160	120	40	540	
40	QA/QC	20	12	0	0	0	0	32	
TOTAL HNTB DIRECT LABOR		24	68	388	400	304	80	1264	
		<i>% Total by Classification</i>		1.90%	5.38%	30.70%	31.65%	24.05%	6.33%

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

RESOLUTION NO. 03-39

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, via Resolution No. 03-13 the Board of Directors adopted policies and procedures to govern procurement of goods and services by the Authority (the "Procurement Policies"); and

WHEREAS, via Resolution No. 03-20 the Board of Directors adopted certain amendments to the Procurement Policies; and

WHEREAS, the provisions of HB 3588, passed by the 78th Legislature, affect various procurement methodologies available for use by the CTRMA; and

WHEREAS, in light of that legislation the Board of Directors desires to amend various aspects of the Procurement Policies; and

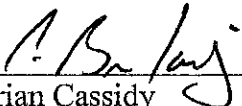
WHEREAS, the proposed revisions to the Procurement Policies are marked in the version of the policies attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves and adopts the revisions to "Policies and Procedures Governing the Procurement of Goods and Services By the Central Texas Regional Mobility Authority," shown in Attachment "A"; and

BE IT FURTHER RESOLVED, that such policies and procedures may be further amended from time to time in accordance with the procedures set forth in the CTRMA's bylaws.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-39
Date Passed 8/27/03

POLICIES AND PROCEDURES GOVERNING

PROCUREMENTS OF GOODS AND SERVICES

BY THE

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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Effective 02/26/03

Revised 04/30/03

Revised 08/27/03

AUSTIN:053071/00001:278691v7

**POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF
GOODS AND SERVICES BY THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

It is the policy of the Central Texas Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the counties served by the Authority.

SECTION 2. CONFLICT OF INTEREST.

2.1. A member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.2 A bidder shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises will be encouraged to participate in the procurement process. If the Authority adopts a policy regarding Disadvantaged Business Enterprises, all procurements shall comply with such policy.

SECTION 4. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Central Texas Regional Mobility Authority.

Effective 02/26/03

Revised 04/30/03

Revised 08/27/03

AUSTIN:053071/00001:278691v7

Bid or quote: The response to a request for the pricing of products, goods, or services (other than consulting services or professional services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; (v) any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) and the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board: The Board of Directors of the Authority.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a transportation project and may also provide for financing, acquisition, maintenance or operation of a transportation project.

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a transportation project, including a contract let to preserve and prevent further deterioration of a transportation project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Consulting services do not include professional services as defined in this policy.

Counties of the Authority: Travis and Williamson Counties, as well as any counties which may subsequently join the Authority.

Emergency: Any situation or condition affecting a transportation project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other

property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a segment of a transportation project, including a contract let to preserve and prevent further deterioration of a transportation project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal Hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest best bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in section 5 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Professional services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A transportation project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation Project: Includes a(n):

- (a) turnpike project;
- (b) system;
- (c) passenger or freight rail facility, including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation.
- (d) roadway with a functional classification greater than a local road or rural minor collector;
- (e) ferry;
- (f) airport;
- (g) pedestrian or bicycle facility;
- (h) intermodal Hub;
- (i) automated conveyor belt for the movement of freight;

(j) border crossing inspection station (but not a border inspection facility that serves a bridge system that had more than 900,000 commercial border crossings during the state fiscal year ending August 31, 2002);

(k) air quality improvement initiative;

(l) public utility facility; and

(m) projects and programs listed in the most recently approved state implementation plan for the area covered by the Authority, including an early action compact.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

(a) an improvement to relieve traffic congestion or promote safety;

(b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;

(c) an administration, storage, or other building the Board considers necessary to operate the project;

(d) property rights, easements and interests the Board acquires to construct or operate the project;

(e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and

(f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

SECTION 5. CONSTRUCTION AND BUILDING CONTRACTS.

5.1. Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's transportation projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this section 5. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy.

5.2. Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the

Authority's construction contracts. At its election, the Authority may waive this subsection 5.2 with respect to bidders on building contracts.

5.3 Qualifying with the Authority.

- (a) If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:
 - (1) a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;
 - (2) the bidder's current audited financial statement in form and substance acceptable to the Authority; and
 - (3) a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.
- (b) An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.
- (c) Upon the recommendation of the Executive Director and with the concurrence of the board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).
- (d) The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

5.4. Notice of Contract Letting.

- (a) Each notice of contract letting must provide:
 - (1) the date, time, and place where contracts will be let and bids opened;
 - (2) the address and telephone number from which prospective bidders may request bid documents; and
 - (3) a general description of the type of construction, services or goods being sought by the Authority.
- (b) Notice for contracts estimated to be more than one hundred thousand dollars (\$100,000.00) must be published once a week for at least two weeks before the date set for the letting of the contract in the officially designated newspaper of the Authority.
- (c) Notice for contracts estimated to be less than one hundred thousand dollars (\$100,000.00) but more than twenty-five thousand dollars (\$25,000.00) must be published in two successive issues of the officially designated newspaper of the Authority.
- (d) The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.
- (e) As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subparagraphs (b) and (c) above shall constitute the only official notice.

5.5. Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this section 5.

5.6. Issuance of Bid Documents.

Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or building contract may be

made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

- (a) to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;
- (b) to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and
- (c) to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

5.7. Withholding Bid Documents. The Authority will not issue bid documents for a construction contract if:

- (a) the bidder is suspended or debarred from contracting with TxDOT or the Authority;
- (b) the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;
- (c) the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;
- (d) the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or
- (e) the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

5.8. Completion and Submission of Bid Documents.

- (a) At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.
- (b) Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base

bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.

- (c) Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.
- (d) If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.
- (e) A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.
- (f) The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

5.9. Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid

price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

5.10. Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

5.11. Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

- (a) the bid is submitted by an unqualified bidder;
- (b) the bid is in a form other than the official bid documents issued to the bidder;
- (c) the form and content of the bid do not comply with the requirements of the bid documents and/or subsection 5.8;
- (d) the bid, and if required, federal-aid project certification, are not signed;
- (e) the bid was received after the time or at some location other than specified in the notice or as may have been extended;
- (f) the bid guaranty, if required, does not comply with subsection 5.8;
- (g) the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;
- (h) the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;
- (i) the bidder was not authorized to be issued a bid under this policy;
- (j) the bid did not otherwise conform with the requirements of this policy; or
- (k) more than one bid involves a bidder under the same or different names.

5.12. Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent (\$.001) and will be entered in the bid tabulation as \$.001. Any entry less than \$.001 will be interpreted and entered as \$.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority will select the regular bid item or items.

5.13. Award of Contract. Except as otherwise provided in this section 5, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

- (a) the bidder's ability, capacity, and skill to perform the contract or provide the service required;
- (b) the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (c) the bidder's character, responsibility, integrity, reputation, and experience;
- (d) the quality of performance by the bidder of previous contracts or services;
- (e) the bidder's previous and existing compliance with laws relating to the contract or service; and
- (f) the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

5.14. Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

- (a) there is reason to believe collusion may have existed among the bidders;
- (b) the low bid is determined to be both mathematically and materially unbalanced;

- (c) the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or
- (d) the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

5.15. Bid Protests.

- (a) All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and submitted to the Executive Director within five (5) days of the bid opening. Each protest must include the following:
 - (1) the name and address of the protester, and the vendor it represents, if different;
 - (2) the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;
 - (3) a statement of the grounds for protest; and
 - (4) all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.
- (c) Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

5.16. Contract Execution; Submission of Ancillary Items.

- (a) Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.
- (b) After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:
 - (1) a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law;
 - (2) a certificate of insurance on form ACORD-27 showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

5.17. Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

5.18. Bid Guaranty. Not later than seven (7) days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with subsection 5.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under subsection 5.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at

such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

5.19 Progress Payments; Retainage and Liquidated Damages.

- (a) In addition to other provisions required by the Authority, construction and building contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.
- (b) Retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:
 - (1) retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;
 - (2) all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;
 - (3) the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within 30 days of the demand, the retainage or any investments in which it is invested; and
 - (4) any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.
- (c) Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

SECTION 6. PROFESSIONAL SERVICES.

6.1 General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control.

6.2 Selection of Provider; Fees.

- (a) The Authority may not select a provider of professional services or a group or

association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's:

- (1) demonstrated competence and qualifications to perform the service, including precertification by TxDOT; and
 - (2) ability to perform the services for a fair and reasonable price.
- (b) The professional fees under the contract:
- (1) may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary in the area of the authority; and
 - (2) may not exceed any maximum provided by law.

6.3 Contract for Professional Services

- (a) In procuring professional services, the Authority shall:
- (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
- (b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of professional services, the Authority shall:
- (1) formally end negotiations with that provider;
 - (2) select the next most highly qualified provider; and
 - (3) attempt to negotiate a contract with that provider at a fair and reasonable price.
- (c) The Authority shall continue the process described in this section to select and negotiate with providers until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

SECTION 7. GENERAL GOODS AND SERVICES.

7.1 Approval of Board. Every procurement of general goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

7.2. Purchase Threshold Amounts. The Authority may procure general goods and services costing twenty-five thousand dollars (\$25,000.00) or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

7.3 Competitive Bidding Procedures. Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

- (a) with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;
- (b) the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- (c) in addition to advertisement of the procurement as set forth in subsection 5.4, the Authority may solicit bids by direct mail, telephone, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared in the officially designated newspaper of the Authority; and
- (d) a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

7.4. Award Under Competitive Bidding.

- (a) Contracts for general goods and services procured using competitive bidding shall be awarded to the lowest best bidder based on the same criteria used in awarding construction contracts, together with the following additional criteria:

- (1) the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and
 - (2) the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.
- (b) In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

7.5. Competitive Sealed Proposals.

- (a) Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:
- (1) the Authority's specifications for the good or service to be procured;
 - (2) an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;
 - (3) a schedule of items for which unit prices are requested;
 - (4) the time within which the contract is to be performed;
 - (5) any special provisions and special specifications; and
 - (6) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.
- (b) Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.
- (c) Revision of Proposals. After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals

with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.

- (d) Refusal of All Proposals. The Authority shall refuse all proposals if none of those submitted is acceptable.
- (e) Contract Execution. The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

7.6. Proprietary Purchases. If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 8. CONSULTING SERVICES.

8.1. Contracting for Consulting Services. The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

8.2. Selection Criteria. The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

8.3. Contract Amounts. The Authority may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) by such method and on such terms as the

Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than twenty-five thousand dollars (\$25,000.00) shall be procured by the Authority's issuance of a Request for Qualifications ("RFQ").

8.4. Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority and shall describe the composition of the team that will review the responses to the RFQ.

8.5. Notice of RFQs.

- (a) Notice of the issuance of an RFQ must provide (1) the date, time, and place where responses to the RFQ will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of issuance of an RFQ. The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority. All responses, including those received before an extension is made, must be opened at the same time.
- (b) Notice of the issuance of an RFQ, or the content of the RFQ itself, shall be published in the officially designated newspaper of the Authority and, if required under this Policy, in any other newspapers of general circulation published in one or more counties of the Authority, as described below. In addition, the Authority may, but shall not be required to, solicit responses to an RFQ by direct mail, telephone, or via the Internet.
- (c) Notice of the issuance of an RFQ, or the RFQ itself, for a contract estimated to be more than one hundred thousand dollars (\$100,000.00) must be published once a week for at least two weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority.
- (d) Notice of the issuance of an RFQ, or the RFQ itself, for a contract estimated to be less than one hundred thousand dollars (\$100,000.00) but more than twenty-five thousand dollars (\$25,000.00) must be published in two successive issues of the officially designated newspaper of the Authority.

8.6 Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

8.7 Contract Negotiations. The Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.

8.8. Single-Source Contracts. If the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds twenty-five thousand dollars (\$25,000.00). If the anticipated cost of services is less than twenty-five thousand dollars (\$25,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next regularly scheduled board meeting.

8.9. Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two years preceding the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

8.10. Mixed Contracts. This section 8 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 9. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

9.1 Comprehensive Development Agreements Allowed. The Authority may enter into a comprehensive development agreement (CDA) with a private entity to construct, maintain, repair, operate, extend, or expand a transportation project. A CDA shall, at a minimum, provide for the design and construction of a transportation project, and may also provide for the financing, acquisition, maintenance, or operation of a transportation project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

9.2 Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this section 9. The competitive bidding requirements for highway projects as specified under Chapter 223, Texas Transportation Code, and the Texas Professional Services Procurement Act (Chapter 2254, Texas Government Code) do not apply to a CDA.

9.3 Unsolicited Proposals.

(a) The Authority may accept unsolicited proposals for a project proposer to be developed through a CDA. An unsolicited proposal must be filed with the Authority and be accompanied by a \$20,000.00 non-refundable review fee. An unsolicited proposal must include the following information:

1. the proposed transportation project location, scope, and limits;
2. information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;
3. a proposed financial plan for the proposed project that includes, at a minimum (A) projected project costs, and (B) proposed sources of funds; and
4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority.

(b) Unsolicited proposals shall be reviewed by the Authority staff. The staff may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.

- (c) If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications (RFQ) in accordance with the requirements of section 9.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of section 9.5.

9.4 Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications. The Authority may solicit proposals or competing proposals by issuing a RFQ relating to a CDA project. The Authority shall publish a RFQ in the *Texas Register* and post it on the Authority's website.

- (a) An RFQ issued by the Authority shall include the following information:
 - 1. a description of the project;
 - 2. criteria used to evaluate the proposals;
 - 3. the relative weight given to the criteria; and
 - 4. the deadline by which proposals must be received by the Authority.
- (b) A proposal submitted in response to a RFQ issued under this section 9.4, or a competing proposal submitted in response to a RFQ issued under section 9.3(c) above, must include, at a minimum, the following:
 - 1. information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;
 - 2. a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;
 - 3. such additional information that the Authority requests within the RFQ;
 - 4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and
 - 5. in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a \$20,000 non-refundable proposal review fee.
- (c) The Authority may withdraw a RFQ at any time, and may then publish a new RFQ in accordance with this section 9.4.

9.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to a RFQ submitted in accordance with section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers will qualify to submit detailed proposals in accordance with the requirements of section 9.6. The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) private entities to submit detailed proposals in accordance with the procedures under section 9.6, unless the Authority does not receive more than one (1) proposal in response to a RFQ. If only one (1) entity responds to a RFQ (or no entity submits a response to a RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

9.6 Requests For Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals (RFDP) from all proposers qualified in accordance with section 9.5 above. The Authority shall mail a RFDP directly to the proposer's main address as designated in the response to the RFQ, and such RFDP must contain the following information:
 - 1. the criteria which will be used to evaluate the detailed proposals;
 - 2. the relative weight to be given to the criteria;
 - 3. a stipulated amount to be paid to unsuccessful proposers subject to section 9.12 below; and
 - 4. the deadline date by which proposals must be received.
- (b) A RFDP under this section 9.6 may require proposers to provide information relating to the following:
 - 1. the proposer's qualifications and demonstrated technical competence;
 - 2. the feasibility of developing the project as proposed;
 - 3. detailed engineering or architectural designs;
 - 4. the proposer's ability to meet schedules;

5. costing methodology; and
 6. any other information the Authority considers relevant or necessary to fully assess the project.
- (c) The Authority may withdraw a RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.
 - (d) In developing and preparing to issue a RFDP in accordance with section 9.6(a), the Authority may solicit input from entities qualified under section 9.5 or any other person.
 - (e) After the Authority has issued a RFDP under section 9.6(a), the Authority may solicit input from the proposers regarding alternative technical concepts.

9.7 Evaluation and Ranking of Detailed CDA Proposals. (a) The Authority shall evaluate and rank each detailed proposal received based on the criteria described in the RFDP and shall identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of its evaluation process.

9.8 Post-Submissions Discussions.

- (a) After the Authority has evaluated and ranked the detailed proposals in accordance with section 9.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority, clarifications and minor adjustments in scheduling, cash flow, similar items, and other matters that have arisen since the submission of the detailed proposal.
- (b) If at any point in discussions under subsection 9.8(a) above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may enter into discussions with the proposer submitting the next-highest ranking proposal.
- (c) If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

9.9 Negotiations for CDA. Subsequent to the discussions conducted pursuant to section 9.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

- (a) The Authority shall prescribe the general form of the CDA and may include any matter therein considered advantageous to the Authority.
- (b) The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (c) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.
- (d) Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under section 9.12 if detailed proposals have been submitted to the Authority.

9.10 CDA Projects with Private Equity Investment.

- (a) If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:
 - 1. methods to determine the applicable cost, profit, and project distribution between the proposer and the Authority;
 - 2. reasonable methods to determine and clarify toll rates or user fees;
 - 3. acceptable safety and policing standards; and
 - 4. other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.
- (b) The Authority may only enter into a CDA with private equity investment if the project which is the subject of the CDA is identified in TxDOT's unified

transportation program or is located on a transportation corridor identified in a statewide transportation plan.

- (c) The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a transportation project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a transportation project.

9.11 Authority Property Subject to a CDA. A transportation project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits or any other lawful form of use to enable a private entity to construct, operate, and maintain a transportation project, including supplemental facilities. At the termination of any such agreement, the transportation project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

9.12 Payment For Submission of Detailed CDA Proposals.

- (a) The Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to a RFDP under section 9.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. Such amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this section.
- (b) After payment of the stipulated amount, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

9.13 Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information is submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

9.14 Performance and Payment Security.

- (a) The Authority shall require any private entity entering onto a CDA to provide a performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity or a subcontractor of the private entity to supply labor or material. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.
- (b) An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.
- (c) A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.
- (d) In no event may the amount of the payment security be less than the performance security.
- (e) Alternative forms of security may be permitted or required in the following forms:
 - 1. a cashier's check drawn on a financial entity specified by the Authority;
 - 2. a U.S. Bond or Note;
 - 3. a irrevocable bank letter of credit; or
 - 4. any other form of security determined suitable by the Authority.

SECTION 10. PARTICIPATION IN STATE AND COOPERATIVE PURCHASING PROGRAMS; AND INTERGOVERNMENTAL AGREEMENTS.

10.1. Voluntary GSC Program. Pursuant to and in accordance with § 2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

10.2. Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

10.3. Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

10.4 Interlocal Agreements with TxDOT. Subject to limitations imposed by general law, the Authority may enter into inter-local agreements with TxDOT to procure goods and services from TxDOT.

10.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the Policy and shall be exempted from the procurement requirements contained in this Policy.

SECTION 11. EMERGENCY PROCUREMENTS

11.1 Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, building, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

- (a) Before a contract is awarded under this section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.
- (b) To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.
- (c) A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.
- (d) After an emergency is certified, if there are three or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three qualified contractors. The Authority will

notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this Policy as required to procure construction or goods and services, as the case may be.

SECTION 12. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

12.1. Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

12.2. Trade-In for New Property. Notwithstanding subsection 13.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

12.3. Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection (a).

12.4. Sale to State, Counties, etc. Notwithstanding subsection 13.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

12.5. Failure to Attract Bids. If the Authority undertakes to sell property under subsection 12.1. and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

12.6. Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

12.7. Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

12.8. Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

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

RESOLUTION NO. 03-40

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, any CTRMA turnpike project which utilizes or receives federal funds or has significant federal involvement is subject to environmental review and approval pursuant to requirements of the National Environmental Policy Act of 1969 ("NEPA") and regulations promulgated thereunder; and

WHEREAS, Transportation Code Section 370.188 requires regional mobility authorities to adopt procedures for environmental review of projects not otherwise subject to review under NEPA; and

WHEREAS, in Resolution No. 03-18 the Board of Directors directed the Planning Committee to develop and implement a process for developing environmental review procedures for CTRMA projects not subject to NEPA review; and

WHEREAS, a Public Hearing was held before the full board to hear comments on a draft of environmental review procedures for non-NEPA projects on May 28, 2003; and

WHEREAS, the CTRMA also invited written comments on the environmental review procedures for non-NEPA projects; and

WHEREAS, no one appeared to offer comments at the Public Hearing on May 28th and four parties submitted written comments; and

WHEREAS, copies of the written comments were provided to the Board of Directors at its June 25, 2003, Board meeting and a summary of those comments is attached hereto as Exhibit A; and

WHEREAS, after review of the written comments staff has recommended various changes to the proposed environmental review procedures for non-NEPA projects, which changes are reflected in Exhibit B; and

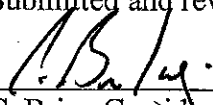
WHEREAS, staff recommends that the Board of Directors approve and adopt the policies and procedures for environmental review of CTRMA projects in the form attached as Exhibit B;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves and adopts the Policies and Procedures for Environmental Review of CTRMA Projects attached as Exhibit B; and

BE IT FURTHER RESOLVED, that such policies and procedures may be amended from time to time in accordance with the procedures set forth in the CTRMA's bylaws.

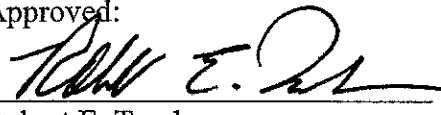
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-40
Date Passed 8/27/03

**POLICIES AND PROCEDURES
FOR ENVIRONMENTAL
REVIEW OF CTRMA PROJECTS**

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POLICIES AND PROCEDURES FOR ENVIRONMENTAL REVIEW OF CTRMA PROJECTS

SECTION 1. PURPOSE.

These procedures are adopted pursuant to Transportation Code §370.188 and are applicable only to transportation projects that are not otherwise subject to review under (1) the National Environmental Policy Act (NEPA) (42 U.S.C. Section 4321, *et seq.*); or (2) environmental review and approval conducted by the Texas Department of Transportation (“TxDOT”) or the Texas Transportation Commission (the “Commission”). The policies and procedures are intended to be consistent with the spirit and intent of NEPA.

SECTION 2. DEFINITIONS.

The following words and terms, when used in these policies, shall have the following meanings, unless the context clearly indicates otherwise.

1. Authority: The Central Texas Regional Mobility Authority.
2. Authority Project: For purposes of these policies and procedures, authority projects which are not subject to review under NEPA or the procedures for environmental review and approval adopted and administered by TxDOT or the Commission.
3. Board: The board of directors of the authority.
4. Environmental Document: A decision making document which incorporates environmental studies, coordination, and consultation efforts, and engineering elements. Documents may include categorical exclusion assessments, environmental assessments, and environmental impact statements.
5. Environmental Studies: The investigation of potential environmental impacts of an authority project.
6. Public Hearing: A hearing held after public notice is provided to solicit public input in determining a preferred alternative for an authority project. All testimony given at a public hearing will be made part of the public hearing record.
7. Public Involvement: An ongoing phase of the project planning process which encourages and solicits public input, and provides the public the opportunity to become fully informed regarding development of an authority project.

8. Public Meeting: Informal discussions intended to assist in the preparation of environmental documents. These may be held with local public officials, interested citizens or the general public, and local, neighborhood, or special interest groups for the purpose of exchanging ideas, and collecting input on the need for, and possible alternatives to, a given authority project. Notice of a public meeting will depend upon anticipated audience attendance.
9. Significantly: This term shall have the same meaning as is used, and has been interpreted, under 42 U.S.C. § 4332 of NEPA.

SECTION 3. REVIEW OF NON-NEPA AUTHORITY PROJECTS

Environmental studies for authority projects which are not subject to review under NEPA or are not subject to review and approval through processes administered by TxDOT or the Commission will be accomplished in accordance with these policies and procedures and other applicable state and federal laws including, but not limited to, the Endangered Species Act of 1973, as amended, 16 USC §§ 1531 *et seq.*; the Rivers and Harbors Act of 1899, as amended, 42 USC §§ 401 *et seq.*; the Federal Water Pollution Act, as amended, 33 USC § 1251 *et seq.*, 33 CFR Parts 114 through 115; the Safe Drinking Water Act, as amended, 42 USC § 300f *et seq.*; Texas Transportation Code, Chapter 370. In addition, the authority will coordinate with the Texas Commission on Environmental Quality and the Texas Parks and Wildlife Department in conducting environmental studies under these policies and procedures.

These policies and procedures are intended to establish the minimum guidelines to be followed for environmental review of the authority projects to which they apply. In addition, the authority anticipates utilizing forms of public involvement when feasible, including, without limitation, processes implementing context sensitive design and other processes intended to encourage public involvement.

SECTION 4. PUBLIC INVOLVEMENT PROCESS AND PROCEDURES

Public involvement shall be encouraged as an important element of authority project planning. It shall be initiated by the authority staff and will depend on, and be consistent with, the type and complexity of each authority project. Authority staff shall use its best efforts to maintain a list of individuals and groups interested in authority project development, and shall provide notification of public hearing activities to these individuals and groups. Public involvement shall include:

A. INFORMAL MEETINGS

Informal meetings, as one form of public involvement, will be held with affected property owners, residents, any known neighborhood associations within the area of the authority project and which have notified the authority in writing of their interest in the project, and affected local governments and public officials, when such projects require:

1. detours and/or a minimal amount of right-of-way acquisition, or use of temporary construction easements; and
2. a minor location or design revision after an environmental document for an authority project has been approved and public involvement requirements have previously been completed, provided that if a location or design revision is deemed by the authority to be significant an additional opportunity for a public hearing will be provided.

Notice of informal meetings, and the time and location of such meetings, will depend upon the nature of the authority project and the number of individuals or entities directly affected by the project.

B. PUBLIC MEETINGS

Public meetings, as a form of public involvement, will be held:

1. at any time during project planning and development that the board directs or the authority staff, with the approval of the Executive Committee, deems appropriate in order to keep the public informed;
2. during the drafting of the draft environmental impact statement, as discussed in Section 8 below;
3. as early as the authority staff determines feasible to encourage beneficial public input to project planning and consideration of project alternatives;
4. at a time and place convenient to the public in the vicinity of the authority project; and
5. pursuant to notice provided by such means as the authority deems appropriate given the scope and magnitude of the project, provided that at a minimum the notice shall be posted on the authority's website. Mailed notice (or email notice in lieu of mailing) shall also be provided to persons or organizations included on any lists of interested parties maintained by the authority for the project, any known neighborhood associations within the area of the authority project and which have notified the authority in writing of their interest in the project, and affected local governments and public officials.

C. PUBLIC HEARINGS

1. Permissive Public Hearings.
 - (a) An opportunity for public hearings shall be afforded for authority projects which require or result in:

- (i) the acquisition of significant amounts of rights-of-way;
 - (ii) a substantial change in the layout or function of the connecting roadways or of the facility being improved;
 - (iii) a measurable adverse impact on abutting real property;
 - (iv) there is otherwise a substantial social, economic, or environmental effect which may result from the authority project; or
 - (v) a finding of no significant impact (FONSI), as discussed in Section 7 below, with such hearing to be afforded at such time as the environmental assessment is considered technically complete and is initially approved by the Board to proceed with public involvement.
- (b) The following procedures will be followed for providing notice of an opportunity for a public hearing:
- (i) Two notices of the opportunity for public hearing shall be published in local newspaper(s) having general circulation. The first notice shall be published approximately 30 days in advance of the deadline set by the authority for submittal of written requests for holding of public hearings; and the second notice shall be published approximately 10 days prior to the deadline date. In the event an authority project is expected to directly affect an area that is predominantly Spanish-speaking, the notices required herein shall be published in a Spanish language newspaper of general circulation in the area of the project, if available.
 - (ii) Notices of the opportunity for public hearing shall also be mailed to landowners abutting the roadway as identified by tax rolls, known neighborhood associations whose boundaries encompass all or part of the authority project and which have notified the authority, in writing, of their interest in the project, and to affected local governments and public officials.

No further action will be taken to hold a public hearing if at the end of the time set for affording an opportunity for a public hearing no requests are received.

2. Mandatory Public Hearings.

- (a) For projects with substantial public interest, such as authority projects requiring an environmental impact statement or high profile FONSI authority projects, or when a request for hearing is received as discussed in the preceding paragraph, or when the authority project requires the

taking of public land designated as a park, recreation areas, wildlife refuge, historic site, or scientific area (as covered in the Parks and Wildlife Code, § 26.001 *et seq.*), a public hearing will be held to receive suggestions as to project alternatives; to present project alternatives already considered; and to solicit public comment, and shall be held at such time as location and design studies have been developed and when the public can be given a feasible proposal with appropriate environmental studies. The hearing notice for a public hearing under this provision shall at a minimum contain the following information:

- (i) time, date, and location of the hearing;
 - (ii) description of the project termini, improvements, and right-of-way needs;
 - (iii) reference to maps, drawings, and environmental studies and/or documents, and other information about the project, that are available for public inspection at a designated location;
 - (iv) reference to the potential for relocation of residences and businesses and the availability of relocation assistance for displacements;
 - (v) a statement that verbal and written comments may be presented for a period of 10 days after the hearing;
 - (vi) the address where written comments may be submitted; and
 - (vii) the existence of any floodplain, wetland encroachment, taking of endangered species habitat; or encroachment on a sole source aquifer recharge zone by an authority project.
- (b) Except for authority projects requiring the taking of public land designated as a park, recreation area, wildlife refuge, historic site, or scientific area, notice of the public hearing must be given by the publication of two notices in local newspapers having general circulation, with the first notice published approximately 30 days before the hearing, and the second notice published approximately 10 days before the hearing. In the event an authority project is expected to directly affect an area that is predominantly Spanish-speaking, the notices required herein shall be published in a Spanish language newspaper of general circulation in the area of the project, if available. Notices of the public hearing shall also be mailed to landowners abutting the roadway as identified by tax rolls, known neighborhood associations whose boundaries encompass all or part of the authority project and which have notified the authority, in writing, of their interest in the project, and affected local governments and public

officials. For authority projects requiring the taking of public land designated as a park, recreation area, wildlife refuge, historic site, or scientific area, notice of the public hearing shall be given in accordance with Texas Parks and Wildlife Code § 26.002.

3. Public Hearing Record. The public shall have 10 days after the close of a public hearing to submit written comments to the authority office regarding a proposed authority project. Public hearings shall be considered complete at the time and date designated by the authority staff after receipt of a verbatim transcript of the public hearing. As another method of public involvement, there shall be published in a local newspaper of general circulation the notice of the availability of the environmental assessment in order to inform the public of its availability and advising where to obtain information concerning the authority project, and that any written comments should be furnished within a 30-day period of the date of the notice in order to be included within the public hearing record.

SECTION 5. CATEGORICAL EXCLUSIONS (CE).

- A. An authority project will be classified as a categorical exclusion (CE) if it does not:
 1. involve significant environmental impacts;
 2. induce significant impacts to planned growth or land use of the authority project area;
 3. require the relocation of significant numbers of people;
 4. have a significant impact on any natural, cultural, recreational, historic, or other resource;
 5. involve significant air, noise, or water quality impacts;
 6. significantly impact travel patterns; or
 7. either individually or cumulatively, have any significant environmental impacts.
- B. The following actions are examples of authority projects which meet the criteria of a CE as found in paragraph A. of this subsection and will not in most cases require further environmental review or approval by the authority:
 1. those which do not involve or lead directly to construction, such as planning and technical studies, grants or training and research programs, engineering feasibility studies that either define the elements of a proposed project or identify alternatives so that social, economic, and environmental effects can be assessed for potential impact;

2. approval of utility installations along or across an authority project;
 3. construction of bicycle and pedestrian lanes, paths, and facilities;
 4. landscaping;
 5. installation of fencing, signs, pavement markings, small passenger shelters, and traffic signals, when no substantial land acquisition or traffic disruption will occur;
 6. emergency repairs as defined in 23 USC § 125;
 7. acquisition of scenic easement; and
 8. alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons.
- C. For any authority project not of a type described in paragraph B, the authority may conduct appropriate environmental studies to determine if the CE classification is proper. Any other actions meeting the criteria for a CE as found in paragraph A. of this subsection will require board review and approval.
1. Board approval will be based on staff submitting a brief environmental overview which demonstrates that the specific conditions or criteria for classification of a CE as found in paragraph A. of this Section is satisfied and that significant environmental impacts will not result, including the results of any coordination effected with resource agencies.
 2. Examples may include, but are not limited to, the following:
 - (a) modernization of a roadway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes such as parking, weaving, turning, climbing, and correcting substandard curves and intersections with only minor amounts of additional right-of-way required;
 - (b) highway safety or traffic operation improvement projects including the installation of ramp metering control devices and lighting;
 - (c) bridge rehabilitation, reconstruction, or replacement, or the construction of grade separation to replace existing at-grade railroad crossings;
 - (d) transportation corridor fringe parking facilities;
 - (e) approvals for changes in access control; and

- (f) approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts.

D. The authority may classify other authority projects as a CE if, from the documentation required to be submitted, a determination is made that the project meets the CE classification. Classification as a CE means that no further environmental review is required. Board approval is required for any CE classification under this provision.

SECTION 6. ENVIRONMENTAL ASSESSMENTS (EA).

- A. Preparation. For authority projects for which the extent of impacts is not readily discerned, an EA will be prepared to determine the nature and extent of environmental impacts, with either a finding of no significant impact anticipated or a finding that an environmental impact statement is required. An EA is not required for any project which is the subject of an Environmental Impact Statement.
- B. Coordination and consultation. For authority projects that require an EA, the interested agencies, local political subdivisions and others to achieve the following objectives:
 - 1. definition of the scope of the project;
 - 2. identification of any alternatives to the proposed actions including different modes of transportation;
 - 3. determination as to which aspects of the proposed actions have potential for environmental impact;
 - 4. identification of measures and alternatives which might mitigate adverse environmental impacts; and
 - 5. identification of other environmental review and consultation requirements which should be prepared concurrently.
- C. Notice. As required in Section 4.C., the notice of the public hearing or of opportunity for a public hearing will announce the availability of the EA and where it may be obtained or reviewed.
- D. Revised determination. If, at any point in the EA process, the authority staff determines that the project may have a significant impact on the environment, the preparation of an Environmental Impact Statement (EIS) as discussed in Section 7 of these policies will be required.
- E. Finding of no significant impact. The board, after its review of the EA, proposed mitigation measures, and any public hearing statement or comments received regarding the EA, and if in agreement with the staff recommendations, will make a separate written

finding of no significant impact (FONSI), incorporating the EA and any other appropriate environmental documents and agency consultations and coordinations. The FONSI completes the environmental studies and public involvement process for an authority project.

- F. Notification of FONSI. After issuance of the FONSI, a notice of the availability of the FONSI shall be published by the authority. Notification will also be given to the local media through a press release.

SECTION 7. ENVIRONMENTAL IMPACT STATEMENTS (EIS).

- A. Required. An EIS will be required for authority projects in which there are likely to be significant environmental impacts. The preparation of the EIS will occur in two stages:

1. the draft EIS (DEIS); and
2. the final EIS (FEIS).

- B. Not required. If the analyses or review comments indicate that significant impacts to the human environment will not occur, an EIS should not be prepared.

- C. Notice of intent. Prior to the preparation of an EIS there shall be prepared a notice of intent (NOI) to prepare an EIS.

1. The NOI should:
 - (a) briefly detail the project;
 - (b) identify significant impacts on the human environment; and
 - (c) identify any preliminary alternatives under consideration by the authority.
2. The NOI shall be sent to applicable agencies for their early review and comment. Any comments received will be used as the basis for the DEIS, as described in paragraph D of this Section.
3. A summary of the NOI shall also be published in the *Texas Register*, on the authority's website, and in a local newspaper of general circulation.

- D. Draft environmental impact statement. The DEIS shall identify and evaluate all reasonable alternatives to the authority project; discuss the elimination of other alternatives, if applicable; summarize the studies, reviews, consultations, and coordination required by law to the extent appropriate; and designate a preferred alternative if appropriate.

1. When the staff determines that the DEIS complies with these and other

requirements, the DEIS will be approved for circulation by signing and dating the cover sheet.

2. The DEIS will be circulated for comment after a notice is published in the *Texas Register*, on the authority's website, and in a local newspaper of general circulation which describes a circulation and comment period of no less than 45 days, and identifies where comments are to be sent.
3. The DEIS shall be transmitted to state and applicable federal agencies.
4. The DEIS will be made available to interested public officials, interest groups, and members of the public at the request of any such group or individuals. Notice of availability of the DEIS will be mailed to affected local governments and public officials.
5. A fee which is not more than the actual cost of reproduction of the DEIS and administrative costs of the reproduction may be charged for any written request received for a copy of the DEIS.
6. The DEIS may also be reviewed at designated public locations.
7. Either an opportunity for public hearing shall be afforded or a public hearing shall be held for a DEIS authority project.
8. The DEIS will be made available at the authority for the general public at a minimum of 30 days in advance of the public hearing for authority projects.

E. Final Environmental Impact Statement. After the DEIS is circulated and comments reviewed, a FEIS shall be prepared by the authority.

1. The FEIS shall:
 - (a) identify the preferred alternative and evaluate all reasonable alternatives considered;
 - (b) discuss substantive comments received on the DEIS and responses to those comments;
 - (c) summarize public involvement that has been afforded for the project;
 - (d) describe the mitigation measures that are to be incorporated into the authority project;
 - (e) document compliance, to the extent possible, with all applicable environmental laws, or provide reasonable assurance that requirements can be met; and

- (f) identify those issues and the consultations and all reasonable efforts made to resolve interagency disagreements.
 2. The authority will indicate approval of the FEIS by signing and dating the cover page.
 3. The initial printing of the FEIS shall be in sufficient quantities to meet the request for copies which can be reasonably expected from agencies, organizations, and individuals.
 4. A fee which is not more than the actual cost of reproduction and administrative costs associated with the reproduction of the FEIS may be charged for purchase of the document.
 5. Copies of the FEIS may also be placed in appropriate public locations, such as local governmental offices, libraries, or other public institutions.
 6. Notice detailing the availability of the FEIS shall be published in the *Texas Register*, on the authority's website, and in a local newspaper of general circulation.
 - (a) The notice shall include information on obtaining copies.
 - (b) The public and interested organizations will have 30 days following publication of the notice in the *Texas Register* to submit comments.
 7. Following the approval of the FEIS, it will be made available to agencies which made substantive comments on the DEIS; however, in the event the FEIS is voluminous, the authority may provide for alternative circulation such as notifying agencies of the availability of the FEIS, and by providing a method for these agencies to request a copy.
 8. The authority will complete and sign a record of decision (ROD) no sooner than 30 days after publication of the availability of the FEIS notice in the *Texas Register*. Until any required ROD has been signed, no further approvals may be taken except for administrative activities taken to secure further project funding. The ROD will:
 - (a) present the basis for the decision and summarize any mitigation measures; and
 - (b) be published in the *Texas Register*.
- F. Re-evaluations. An evaluation to determine whether a supplement to the DEIS or a new DEIS is needed shall be prepared by the authority if an acceptable FEIS is not submitted

within three years from the date of circulation of the DEIS. The re-evaluation will:

1. not be circulated for agency review, although resource agency coordination may be required;
2. be required before further approvals may be granted if major steps to advance the action such as authority to undertake final design or acquire significant portions of right-of-way, or approval of the plans, specifications, and estimates have not occurred within three years after the approval of the FEIS, supplemental FEIS, or the last major departmental approval.

G. Supplemental environmental impact statements. A DEIS or FEIS may be supplemented at any time.

1. An EIS will be supplemented whenever the authority determines that:
 - (a) changes to the project would result in significant environmental impacts that were not evaluated in the EIS; or
 - (b) new information or circumstances relevant to environmental concerns bearing on the proposed action or its impacts would result in significant environmental impacts not evaluated in the EIS.
2. A supplemental EIS will not be necessary when:
 - (a) changes to the project, new information, or new circumstances result in a lessening of adverse impacts evaluated in the EIS without causing other environmental impacts that are significant and were not evaluated in the EIS; or
 - (b) the authority decides to approve an alternative fully evaluated in the approved FEIS but not identified as the preferred alternative.
3. When there is an uncertainty of the significance of new impacts, the authority will develop appropriate environmental studies, or if deemed appropriate, an EA to assess the impacts of the changes, new information, or new circumstances.
4. If the authority determines, based on studies, that a supplemental EIS is not necessary, it shall so indicate in the project record.
5. A supplemental EIS shall be developed using the same process and format as an original EIS, except that early coordination shall not be required.
6. A supplemental EIS may be required to address issues of limited scope, such as the extent of proposed mitigation, or the evaluation of location or design variations for a limited portion of an overall project. In this situation the

preparation of the supplemental EIS shall not necessarily:

- (a) prevent the granting of new approvals;
- (b) require the withdrawal of previous approvals; or
- (c) require the suspension of project activities for any activity not directly affected by the supplement.

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

RESOLUTION NO. 03-41

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, each of Travis and Williamson Counties (the "Counties") contributed funding for the initial operations of the CTRMA; and

WHEREAS, the CTRMA has secured project specific funds from TxDOT for costs related to US 183-A but has received no assistance from TxDOT for finding of other necessary operational expenses; and

WHEREAS, the CTRMA has therefore requested additional funds from the Counties; and

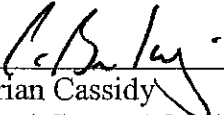
WHEREAS, any funding from either or both of the Counties will require negotiation and execution of one or more interlocal agreements;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes its staff and legal counsel to negotiate any necessary interlocal agreement(s) with either or both of the Counties for additional funding related to CTRMA operations; and

BE IT FURTHER RESOLVED, that any such agreements must be presented to the Board of Directors for final approval.

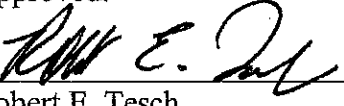
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-41
Date Passed 8/27/03

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

RESOLUTION NO. 03-42

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA has identified US 183-A as its initial project and has already received a grant of financial assistance from TxDOT for funding of development activities related to the project; and

WHEREAS, the CTRMA, working in conjunction with staff of the TTA and TxDOT, has been analyzing other potential toll projects within the region encompassed by the authority; and

WHEREAS, it would be beneficial to the authority to receive additional financial assistance from TxDOT for further study and possible development of additional projects; and

WHEREAS, securing such financial assistance will require the filing of requests for toll equity grants from TxDOT in the same manner as was done for US 183-A; and

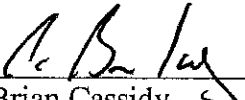
WHEREAS, so as to not further delay the opportunity to receive additional toll equity assistance for other potential CTRMA projects the Board of Directors desires that the staff and legal counsel begin the process for compiling toll equity applications;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes its staff and legal counsel to prepare applications for toll equity assistance for one or more projects previously identified by the CTRMA as possible toll projects; and

BE IT FURTHER RESOLVED, no such applications may be filed without the express authorization of the Executive Committee.

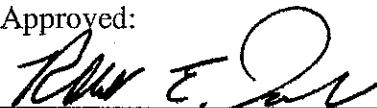
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-42
Date Passed 8/27/03

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

RESOLUTION NO. 03-43

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such services as it deems necessary to assist with its operations and to study and develop potential turnpike projects; and

WHEREAS, the Board of Directors deems services of a bond counsel to be important to the operations of the CTRMA and the future financing of CTRMA projects funded through the issuance of bonds; and

WHEREAS, the Board of Directors desires to retain bond counsel to perform legal services related to the issuance of bonds by the CTRMA; and

WHEREAS, the Board of Directors desires that the staff initiate the process for procuring bond counsel services by issuing a request for qualifications (RFQ) to firms interested in providing such services; and

WHEREAS, the Board of Directors desires that the staff and general counsel develop and recommend to the Board a process by which the Board may select bond counsel from among those responding to the RFQ.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA authorizes the staff to prepare and issue an RFQ in accordance with the CTRMA's Procurement Policies and to make such RFQ available to firms interested in providing bond counsel services to the CTRMA; and

BE IT FURTHER RESOLVED, that the staff and general counsel are directed to present to the board a proposal for a process by which the board may select bond counsel from among those responding to the RFQ.

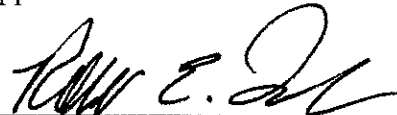
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:

Approved:



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



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-43
Date Passed 8/27/03

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

RESOLUTION NO. 03-44

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such services as it deems necessary to assist with its operations and to study and develop potential turnpike projects; and

WHEREAS, in Board Resolution No. 03-06 the Board of Directors found that financial advisory services were important to the operations of the CTRMA; and

WHEREAS, the Board of Directors directed its staff to issue a Request for Qualifications (RFQ) for firms interested in providing financial advisory services to the CTRMA; and

WHEREAS, based on responses to the RFQ and interviews conducted among firms responding thereto the Board of Directors, in Resolution No. 03-25, selected the team of First Southwest and Ladd Pattillo & Associates to serve as its financial advisor (the "Financial Advisor"); and

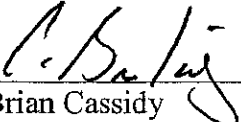
WHEREAS, the terms of a contract for the provision of the financial advisory services have been negotiated by the Financial Advisor and the staff and legal counsel for the CTRMA and a copy of the contract is attached as Exhibit A; and

WHEREAS, Resolution No. 03-25 requires that the contract be presented to the Board of Directors for its approval;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and approves the execution by the Chairman of the contract for Financial Advisory Services attached hereto as Exhibit A.

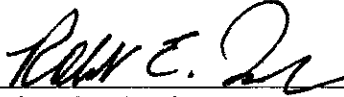
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of August, 2003.

Submitted and reviewed by:



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

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-44
Date Passed 8/27/03

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between Central Texas Regional Mobility Authority ("CTRMA"), First Southwest Company and D. Ladd Pattillo & Associates, Inc. effective as of the date executed by the CTRMA as set forth on the signature page hereof. First Southwest Company and D. Ladd Pattillo & Associates, Inc. shall serve as Co-Financial Advisors (collectively hereafter, the "Financial Advisor").

WITNESSETH:

WHEREAS, the CTRMA will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, CTRMA desires to retain an independent financial advisor; and

WHEREAS, the CTRMA desires to obtain the professional services of the Financial Advisor to advise the CTRMA regarding financial issues affecting the CTRMA and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the CTRMA (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the CTRMA solicited proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for qualifications submitted by Financial Advisor, the CTRMA selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by CTRMA during the period in which this Agreement shall be effective.

NOW, THEREFORE, the CTRMA and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the CTRMA, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the CTRMA agrees to pay to the Financial Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of CTRMA, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the CTRMA to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (if applicable) and present and future taxing requirements of the CTRMA and the counties which formed the CTRMA. In the event revenues of existing or projected facilities operated by the CTRMA are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the CTRMA, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the CTRMA's staff and consulting engineers or other experts, if any, employed by the CTRMA.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the CTRMA recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the CTRMA. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the CTRMA, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the CTRMA of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, the Financial Advisor will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of public finance attorneys ("Bond Counsel") retained by the CTRMA.

B. Debt Management and Financial Implementation. At the direction of CTRMA, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

(1) Supervise the sale of Debt Instruments;

(2) Assist the staff of the CTRMA in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(3) Advise the CTRMA regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Recommend for CTRMA's consideration one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the CTRMA's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(3) Assist the staff of the CTRMA in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the CTRMA as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the CTRMA for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the CTRMA with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the CTRMA as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the CTRMA, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the CTRMA as may be finally approved or directed by the CTRMA.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the CTRMA in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. Consultants. After consulting with and receiving directions from the CTRMA, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the CTRMA, make arrangements for such services.
8. CTRMA Meetings. When requested attend meetings of the CTRMA board of directors, its committees, staff meetings, and other meetings pertaining to the business of the authority.
9. Printing. To the extent authorized by the CTRMA, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instrument provided that the Financial Advisor shall not authorize or direct Bond Counsel to undertake any work without approval of the CTRMA.
11. Changes in Laws. Provide to the CTRMA copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to, the CTRMA.
12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the CTRMA, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the CTRMA in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the CTRMA a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that

the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to CTRMA the following services, when so requested by the CTRMA and subject to the agreement by CTRMA and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial Advisor for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
2. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the CTRMA.
3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the CTRMA.
4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the CTRMA, Bond Counsel, auditors and other experts and consultants retained by the CTRMA and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the CTRMA as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of five (5) years from such date. Unless the Financial Advisor or CTRMA shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and

thereafter will be automatically renewed on each anniversary date for successive one (1) year period subject to terminate at any time pursuant to Section IV.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the CTRMA or the Financial Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between CTRMA and the Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

First Southwest Company
98 San Jacinto Blvd., Ste. 370
Austin, Texas 78701

First Southwest Company and D. Ladd Pattillo & Associates, Inc., each, individually and collectively, acknowledge and agree that payments due to Financial Advisor from the CTRMA shall be satisfied upon payment directed to the address set forth above, and that the CTRMA has no obligation to make payments to either of the firms or companies individually. Any allocation of fees, expenses, or other costs paid to Financial Advisor between First Southwest Company and D. Ladd Pattillo & Associates, Inc. shall be a matter solely between those parties, and each agrees to release, indemnify, and hold the CTRMA harmless from and against any claims, causes of action, expenses, costs, or other expenses incurred in connection amounts claimed by either for which payment has previously be remitted to the address set forth above.

SECTION VI
COVENANTS OF THE PARTIES

1. Covenants of CTRMA. Upon reasonable request from Financial Advisor, CTRMA will provide or cause to be provided to Financial Advisor information relating to the CTRMA relating to matters necessary for Financial Advisor to perform its duties hereunder. CTRMA acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the CTRMA, provided that Financial Advisor shall review and assess the accuracy of such information as is within the scope of Financial Advisor's expertise.

2. Covenants of Financial Advisor. Financial Advisor covenants as follows:

a. Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.

b. All information provided to Financial Advisor by the CTRMA shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information which the CTRMA has identified as confidential or proprietary or which Financial Advisor otherwise has constructive or actual knowledge is confidential or proprietary. Financial Advisor shall obtain confidentiality agreements, reasonably acceptable to the CTRMA, from all subcontractors, agents, or consultants providing services to CTRMA in connection with this Agreement.

c. Financial Advisor will promptly notify CTRMA of (i) any material adverse change in the financial condition, business, or operations of either First Southwest Company or D. Ladd Pattillo & Associates, Inc., (ii) any claim asserted against either First Southwest Company or D. Ladd Pattillo & Associates, Inc. in which an adverse decision could have a material adverse effect upon the entity against which such claim is asserted, including, without limitation, that entity's financial condition, business operations, or commercial standing and reputation, and including any proceeding involving the Securities and Exchange Commission.

d. Financial Advisor will furnish to the CTRMA (i) any information that the CTRMA may from time to time reasonably request concerning the Financial Advisor's compliance with any covenant, provision or condition of this Agreement or any matter in connection with the Financial Advisor's business and operations which CTRMA has a reasonable basis for believing will have a

material adverse impact on the ability of Financial Advisor to perform its duties pursuant to this Agreement, and (ii) all evidence that the CTRMA may from time to time request as to the continuing accuracy and validity of, or compliance with, all representations, warranties, and covenants made by Financial Advisor in this Agreement, and the satisfaction of all conditions contained herein.

e. Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the CTRMA; that the CTRMA will be relying on the superior expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the CTRMA's best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party. Financial Advisor shall advise the CTRMA of any potential conflict of interest prior to performing any work or accepting any engagement which would result in such a conflict, and Financial Advisor shall notify the CTRMA immediately upon discovering or becoming aware that any previously performed (since the date of this Agreement), existing, or ongoing work may create or result in, a conflict of interest. If the CTRMA, in its sole judgment, determines that an actual or potential conflict of interest could adversely affect the performance or delivery of the financial advisory services to be provided by Financial Advisor, the CTRMA may terminate this Agreement upon written notice to Financial Advisor as provided for in Section IV. Upon such termination, any indemnification obligations resulting from or related to acts, occurrences, or admissions prior to termination shall survive. Nothing in this section or in any other provision of this Agreement shall be construed as a waiver of the CTRMA's right to seek damages or other redress as a result of, or related to, any actual or potential conflict of interest. For purposes of this Agreement, the phrase "conflict of interest" means a situation in which the business or economic interest of a Financial Advisor client other than the CTRMA is opposed to, inconsistent with, or would suggest a course of action contrary to, the best interests of the authority.

f. Upon request by the CTRMA, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.

g. Financial Advisor shall indemnify and hold harmless the CTRMA and its directors, officers, employees, agents and consultants from any claims, costs, or liabilities of any type or nature and by or to any person whomsoever, arising from Financial Advisor's wrongful acts or negligence in the performance of the work to be accomplished under this Agreement, provided that such claims, costs, or liabilities are not attributable solely to the CTRMA's wrongful acts or negligence. In the event that such claims, costs, or liabilities are attributable in part to the CTRMA's wrongful acts or negligence and in part to the wrongful acts or negligence of Financial Advisor, Financial Advisor's indemnification provided under this Section shall be limited to the percentage of fault fairly attributable to Financial Advisor. Financial Advisor's indemnification under this Section shall include any and all expenses, including attorneys' fees, incurred by the CTRMA in litigating or otherwise resisting said claims, costs, or liabilities.

SECTION VII MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the CTRMA and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company
98 San Jacinto Blvd., Suite 370
Austin, TX 78701
Attention: Dan Wegmiller

and:

D. Ladd Pattillo & Associates, Inc.
3355 Bee Caves Road, Suite 204
Austin, TX 78746
Attention: D. Ladd Pattillo

CTRMA:

Robert E. Tesch, Chairman
Central Texas Regional Mobility Authority
C/o 100 Congress Avenue, Suite 300
Austin, TX 78701

and:

Locke Liddell & Sapp LLP
100 Congress Avenue, Suite 300
Austin, TX 78701
Attention: Brian Cassidy

4. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

FIRST SOUTHWEST COMPANY

By: _____

George Janning
Managing Director

By: _____

Daniel Wegmiller
Senior Vice President

D. LADD PATILLO & ASSOCIATES

By: _____

D. Ladd Pattillo
President

Central Texas Regional Mobility Authority

By: _____

Robert E. Tesch, Chairman

Date: _____

APPENDIX A

The Financial Advisor will be paid an \$85,000 annual retainer, payable monthly in equal monthly installments of \$7,083.33 each, beginning January 15, 2004, and payable on the 15th of each month thereafter while this Agreement is in effect. Any monthly retainer amounts paid to the Financial Advisor during the 12-month period immediately preceding any issuance of Debt Instruments (which have not previously been credited against Transaction Fees) will be subtracted from the Transaction Fee otherwise payable in accordance with the fee schedule below.

The Transaction Fees due the Financial Advisor for issuance of all Debt Instruments will not exceed those contained in the fee schedule as listed below.

First \$5.00 per \$ 1,000 up to	\$5,000,000 or a total of \$25,000	for \$5,000,000 Debt Instruments
Plus \$4.00 per \$1,000 next	\$15,000,000 or a total of \$85,000	For \$20,000,000 Debt Instruments
Plus \$3.00 per \$1,000 next	\$20,000,000 or a total of \$145,000	for \$40,000,000 Debt Instruments
Plus \$2.00 per \$1,000 next	\$10,000,000 or a total of \$165,000	for \$50,000,000 Debt Instruments
Plus \$1.00 per \$1,000 next	\$25,000,000 or a total of \$190,000	for \$75,000,000 Debt Instruments
Plus \$0.75 per \$1,000 over	\$75,000,000 Debt Instruments	

The above Transaction Fees shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the CTRMA.

The payment of Transaction Fees for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between the Financial Advisor and CTRMA, which agreement must be entered into prior to the rendition of services for which payment is requested.

The CTRMA shall be responsible for the following expenses, if and when applicable, whether they are charged to the CTRMA directly as expenses or charged to the CTRMA by the Financial Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee

Travel expenses for authorized travel
Underwriter and underwriter's counsel
Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that the Financial Advisor has assumed on behalf of the CTRMA shall NOT be contingent upon the delivery of Debt Instruments and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by the Financial Advisor.