

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

RESOLUTION NO. 06-01

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and conducted a thorough evaluation process, designed to assure fairness and objectivity and to determine which proposal provided the best value to the CTRMA; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the proposer that provided the best value to the CTRMA and directed the Executive Director and staff to finalize a CDA for the development of 183-A with Hill Country Constructors; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, the GEC previously developed a scope of work and proposed budget (the "CDA Work Authorization") for the work necessary to oversee the design and construction activities performed under the CDA; and

WHEREAS, in Resolution No. 04-52, dated October 27, 2004, the Board of Directors approved the scope of work contained in the CDA Work Authorization subject to: (i) the GEC presenting, on a quarterly basis, a report on work performed to date under the CDA Work Authorization; and (ii) receiving Board approval of work to be performed during the next quarter; and

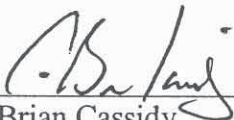
WHEREAS, the GEC has presented for Board approval a scope of work and proposed budget for work to be performed under the CDA Work Authorization during the first quarter of 2006, attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the scope of work and proposed budget for work to be performed under the CDA Work Authorization for the first quarter of 2006, and reflected in Attachment "A"; and

BE IT FURTHER RESOLVED, that all work performed as reflected in Attachment "A" shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC; that all work performed under Attachment "A" shall be funded solely from the existing toll equity grant money for 183-A and the proceeds of the project financing for 183-A; and that no additional work may be undertaken without the specific approval of the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 10th day of January, 2006.

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 06-01
Date Passed 01/10/06



**Approval of Work Efforts Report
183-A Turnpike Comprehensive Development Agreement (CDA)
Design & Construction Oversight
1th Quarter 2006**

Introduction:

As detailed in the Central Texas Regional Mobility Authority (CTRMA) Resolution No. 04-52 and the General Engineering Consultant (GEC) Work Authorization No. 4, the GEC is required to provide quarterly reports to the CTRMA and its Board of Directors detailing the CDA oversight work and expenditures and to obtain Board approval for the scope of work and budget for the next quarter.

This report will detail the CDA oversight tasks performed over the past quarter, the CDA oversight tasks to be performed over the next quarter.

The expenditure on CDA oversight to-date is approximately **\$6,308,000 .00**. The GEC anticipates expending **\$1,935,000.00** over the next quarter and therefore requests the Board to approve an increase in the not-to-exceed amount of WA 4 from \$6,933,000.00 to **\$8,868,000.00**.

CDA Oversight Tasks Performed over the Past Quarter (from October 1, 2005 to December 31, 2005):

During the 4th Quarter of 2005, the GEC continued to complete several key tasks on the oversight efforts, including:

1. Continued development of project oversight manual.
2. Managed and continued development of subconsultants and their agreements providing oversight activities.
3. Conducted numerous Design Reviews, including:
 - a. Twenty Eight (28) Early Release for Construction Packages
 - b. Forty Six (46) Bridge Plan packages
 - c. Twenty nine(29) Utility Plan packages
 - d. Twenty two (22) Roadway Design packages
 - e. Eight (8) Request for Information (RFI) submittals
 - f. Ten (10) Notice of Design Change (NDC) submittals
 - g. Three (3) Field Design Change (FDC) submittals
4. Attended weekly Task Force meetings (Environmental, Geotechnical, Traffic, Structures, Roadway, Drainage, Aesthetics, Tolling, and Utilities)
5. Participated in "over-the-shoulder" review sessions with HCC.
6. Participated in various workshops with HCC design personnel.
7. Coordinated with TxDOT regarding Segment 9 traffic control, signage, utilities, and scheduling issues
8. Coordinated with TxDOT and FHWA to insure compliance with all agreements and regulations
9. Processed draw requests including:
 - a. Reviewing and approval of schedule updates
 - b. Evaluating & certifying status of completion
 - c. Submitting recommendation of payment to CTRMA
10. Processed DBE reports

11. Continued development and management of Electronic Data Management System (EDMS)
12. Continued aesthetics coordination & public meetings, including:
 - a. Coordinated Aesthetic issues.
 - b. Continued to attend Aesthetics committee meetings
 - c. Continued review of 183-A web site and Public Involvement activities
13. Attended meetings with HCC and various utility companies in development of Agreements and relocation plans.
14. Reviewed Noise wall analysis, continued coordination on Noise Wall issues.
15. Continued Field reviews to assure compliance with permits
16. Conducted Independent Assurance reviews of materials testing procedures and personnel
17. Conducted Independent Assurance (IA) lab and personnel oversight by testing HCC's QA lab and CTRMA's OVT lab and personnel.
18. Continued OVT testing and analysis of construction materials
19. Attend weekly construction meetings with HCC on traffic control and planned work.
20. Conducted materials verification testing , statistical analysis, & reports
21. Continued daily oversight reviews of project site & completed daily construction logs.
22. Continued to prepare for and participate in daily meetings and workshops with HCC staff on various topics.
23. Attended general management meetings, public involvement meetings & partnering meetings.
24. Attended meetings with TxDOT, FHWA, City, County and other stakeholders.
25. Continued development of monthly status reports on progress and quality of HCC work.

CDA Oversight Tasks to be Performed Over Next Quarter (from January 1, 2006 to March 31, 2006):

The GEC will continue to implement the CDA oversight program over the next quarter. Specific tasks to be completed include:

1. Finalize development of project oversight manual.
2. Complete reviews and provide approvals for all required plans.
3. Attend task force meetings, over the shoulder reviews, & workshops with HCC design personnel
4. Review design submittals including:
 - a. Early release for construction plans
 - b. 65%, & 100% plan sets
5. Coordinate with TxDOT and FHWA to insure compliance with all agreements and regulations
6. Process draw requests including:
 - a. Reviewing and approval of schedule updates
 - b. Evaluating & certifying status of completion
 - c. Submitting recommendation of payment to CTRMA
7. Process DBE reports
8. Conduct Independent Assurance reviews of materials testing procedures and personnel
9. Conduct materials verification testing, statistical analysis, & reports
10. Continue daily oversight reviews of project site & completed daily construction logs.
11. Continue to prepare for and participate in daily meetings and workshops with HCC staff on various topics.
12. Attend general management meetings, public involvement meetings & partnering meetings.
13. Attend meetings with TxDOT, FHWA, City, County and other stakeholders.
14. Continue development of monthly status reports on progress and quality of HCC work.

Anticipated Expenditures and Adjustments of the Not to Exceed Amount for Next Quarter (from January 1, 2006 to March 31, 2006):

The GEC currently anticipates expending approximately \$1,935,000.00 from January 1, 2006 to March 31, 2006 on the CDA oversight efforts, resulting in an anticipated cumulative expenditure total of approximately \$8,868,000.00 thru March 31, 2006.

“S-curve” charts have been developed to graphically illustrate the anticipated expenditures over the duration of the associated activities; these charts are attached hereto as Exhibits 1 and 2. The first Exhibit, titled “Exhibit 1: Anticipated CDA Oversight Expenditures Original S-curve”, contains a S-curve representing the anticipated expenditures (per the staffing plan established during the development of Work Authorization #4 in October 2004) of the total CDA oversight budget of \$14,078,080.95 thru June 1, 2007. The second Exhibit, entitled “Exhibit 2: Anticipated CDA Oversight Expenditures thru the 1st Quarter of 2006 S-curve”, presents the anticipated expenditures thru March 31, 2006. The actual expenditure figures to date are also presented on these S-curves. As of December 31, 2005 the GEC will have expended approximately \$6,308,000 of the approved expenditure total of \$6,933,000.00.

Should you have any questions or require additional information in regard to the foregoing information, please feel free to contact Richard Ridings at 512.996.9778.

Attachments (2)

Exhibit 1: Anticipated CDA Oversight Expenditures Original S-curve

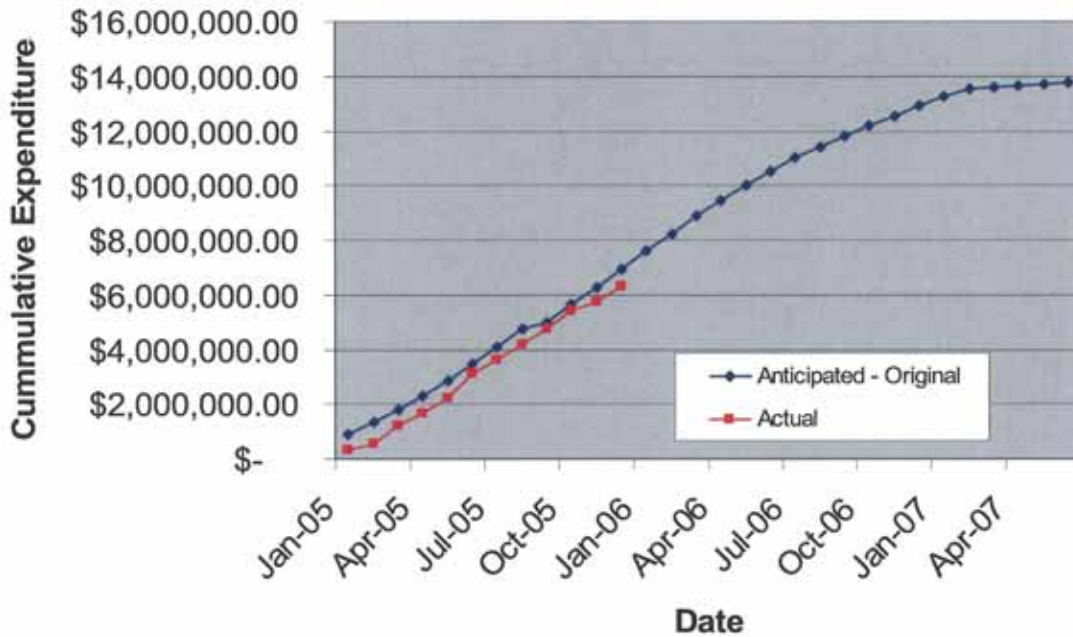
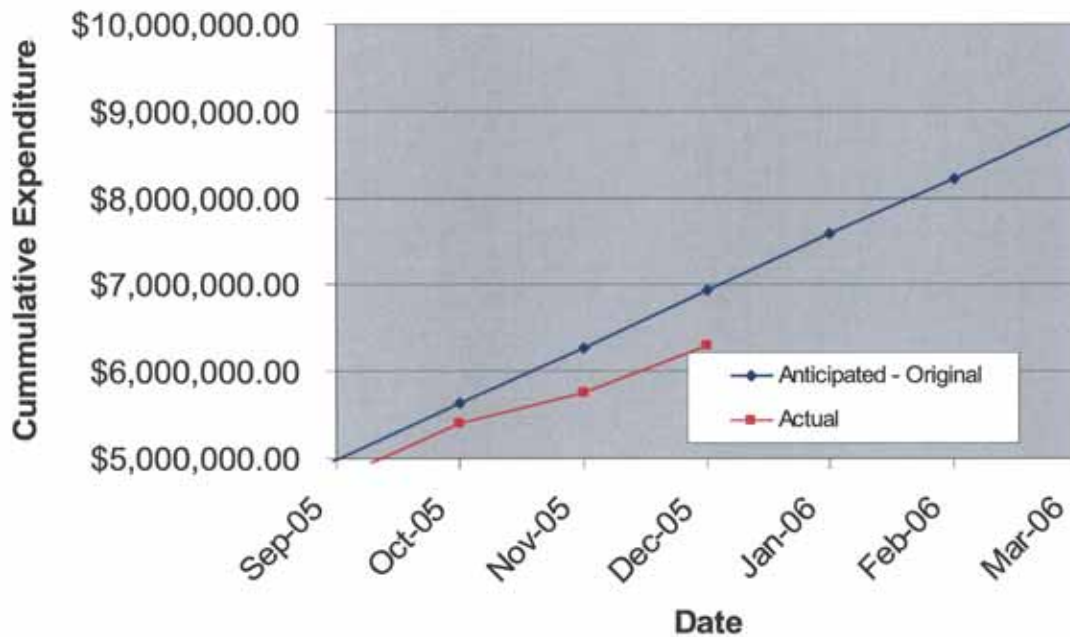


Exhibit 2: Anticipated CDA Oversight Expenditures thru 4th Quarter 2005 S-curve



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

RESOLUTION NO. 06-02

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, in Resolution No. 03-63a, dated December 5, 2003, the CTRMA Board of Directors approved the entry into an employment contract with Mike Heiligenstein to serve as the CTRMA's Executive Director; and

WHEREAS, the Executive Director's contract provides that at the end of the initial two-year term the parties may agree to renew, extend or modify the agreement, execute a new agreement, or terminate their relationship; and

WHEREAS, the Board of Directors has favorably reviewed the Executive Director's performance and has concluded that it is in the best interest of the CTRMA for Mike Heiligenstein to continue serving as the CTRMA's Executive Director; and


WHEREAS, the Board of Directors therefore desires to enter into a new employment contract with Mike Heiligenstein which includes the terms reflected in the attached Exhibit "A;"

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves entry into an employment contract with Mike Heiligenstein to serve as the CTRMA's Executive Director which includes the terms set forth in Exhibit "A;" and

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute such agreement on behalf of the CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 10th day of January, 2006.

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 06-02
Date Passed 01/10/06

**EMPLOYMENT AGREEMENT
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
MIKE HEILIGENSTEIN**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is effective as of the 10th day of January, 2006 (the "Effective Date"), by and among Central Texas Regional Mobility Authority ("CTRMA") and Mike Heiligenstein ("Employee"). This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between CTRMA and Employee.

RECITALS

WHEREAS, CTRMA is desirous of employing Employee in an executive capacity on the terms and conditions, and for the consideration, hereinafter set forth for the period provided herein commencing on the Effective Date, and Employee is desirous of employment with CTRMA on such terms and conditions and for such consideration;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, CTRMA and Employee agree as follows:

AGREEMENT

1. Employment. CTRMA agrees to employ Employee and Employee agrees to be employed by CTRMA, subject to the terms and conditions of this Agreement, beginning as of the Effective Date and continuing for the term hereof.

2. Duties. CTRMA hereby employs Employee in the position of Executive Director of CTRMA. Employee agrees to serve in such position and to perform diligently and to the best of his abilities the duties and services pertaining to such office as set forth in the Bylaws of CTRMA in effect on the Effective Date, as well as such additional duties and services appropriate to such office as the Board of Directors of CTRMA (the "Board of Directors") may reasonably assign to Employee from time to time. Employee hereby accepts this employment upon the terms and conditions herein contained, and agrees to devote his time, attention and efforts to promote and further the business of CTRMA.

3. Term and Termination.

3.1. Term. Employee's employment under this Agreement is effective as of the Effective Date and will continue in effect until the fifth anniversary of the Effective Date, unless Employee's services are terminated in accordance with Section 3.2 ("Initial Term"). At the end of the Initial Term, the parties may agree to renew, extend, or modify the Agreement, execute a new agreement, or terminate their relationship. Notwithstanding the foregoing, the parties may agree to conduct an Optional Review (as defined in Section 4.1(b)) at any time prior to the expiration of the Initial Term.

3.2. Termination of Employment. Employee's services under this Agreement may be terminated prior to the fifth anniversary of the Effective Date as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated at any time by the written mutual consent of CTRMA and Employee.

(b) Termination by CTRMA for Cause. CTRMA shall be entitled to terminate Employee's employment at any time for Cause (as defined below) by the delivery to Employee of a written notice of termination stating the effective date of termination and the basis upon which this Agreement is being terminated. In the event of a termination for Cause, Employee will be entitled to such Base Salary (as hereinafter defined), benefits and other payments, if any, as have accrued under this Agreement through the effective date of termination, but will not be entitled to any other salary or benefits or other compensation after such date other than such benefits as are required to be extended by law.

As used in this Agreement, the term "Cause" means: (i) Employee's breach of any material obligations under this Agreement; (ii) Employee's gross negligence or willful misconduct in performance of the duties and services required of him pursuant to this Agreement; (iii) an act by Employee of dishonesty or breach of fiduciary duty involving personal profit; (iv) Employee's willful violation of any criminal law involving moral turpitude, (v) substance or alcohol abuse by Employee that materially impairs his ability to perform his duties as determined by a physician retained by CTRMA, or the refusal of Employee to submit to an examination by such physician, (vi) material act or acts of dishonesty or disloyalty by Employee adversely affecting CTRMA; or (vii) Employee's conviction of a felony.

(c) Termination by CTRMA without Cause. Employee's employment hereunder may be terminated by CTRMA at any time without Cause by the delivery to Employee by CTRMA of a written notice of termination. Upon such termination, Employee will be paid such Base Salary, benefits and any other payments, if any, as have accrued under this Agreement through the effective date of termination. In addition, if Employee's employment is terminated without Cause as provided in this Section 3.2(c) during years one through three of the contract term, Employee shall be entitled to receive as severance compensation the Base Salary for a period of 180 days after the effective date of termination. If Employee's employment is terminated without Cause as provided in this Section 3.2(c) during years four or five of the contract term, Employee shall be entitled to receive as severance compensation the Base Salary for a period of one (1) year after the effective date of termination.

(d) Termination Upon Death or Disability of Employee. Upon a termination of Employee's employment hereunder due to his death or disability, Employee or his beneficiary as designated in writing to CTRMA (or his estate, if no such beneficiary has been designated) will be entitled to such Base Salary, benefits and other payments, if any, as have accrued under this Agreement for a period of 120 days after such death or disability. The term "disability" shall mean any physical or mental impairment or condition resulting from an accident, sickness or other circumstance which impairment (despite reasonable accommodation) renders Employee mentally or physically incapable of performing the duties and services required of him hereunder for 90 days out of any 120 day period.

4. Compensation. During the term of this Agreement, CTRMA shall compensate Employee for all services rendered by Employee as follows:

4.1. Base Salary.

(a) Effective as of the Effective Date, the base salary payable to Employee shall be \$13,750.00 per month (or \$165,000.00 per year) (the "Base Salary"), which shall be payable, less applicable withholding for federal and other required taxes, in bi-weekly installments or otherwise in such manner as the salaries of other employees of CTRMA are paid in accordance with CTRMA's standard payroll procedures, but not less frequently than monthly.

(b) Employee's performance and Base Salary shall be subject to annual review by the Board of Directors. In addition, both parties may mutually agree in writing to conduct a performance and Base Salary review at any other point in time ("Optional Review"). At such time as either a scheduled review or an Optional Review is performed, this Agreement may be amended, renewed or modified as a result of such review. The review period scheduled for the fifth anniversary from the Effective Date of this Agreement marks the end of the Initial Term as defined in Section 3.1.

4.2 Bonus. On or after the Effective Date hereof Employee shall be paid a bonus of \$5,000.00. Future bonuses, if any, may be awarded at the discretion of the Board of Director, provided any such bonuses are paid out of operating revenue of the Authority and not out of funds from public sources.

4.3 Other Benefits. During the term of this Agreement, Employee shall be afforded the following benefits as incidences of his employment:

(a) Business Expenses and Education. The CTRMA will reimburse Employee for, or pay on behalf of Employee, reasonable and appropriate expenses incurred by Employee for business related purposes, including expenses incurred in Employee's attendance at conferences/seminars deemed beneficial for both his professional growth and development and that of CTRMA. Membership dues and fees to approved professional associations and organizations will be reimbursed by the CTRMA subject to approval by the Board of Directors. Employee shall report on CTRMA-related travel during regular meetings of the Board of Directors.

(b) Insurance Coverage. Employee and, to the extent applicable, Employee's family, dependents and beneficiaries, shall be allowed to participate in all benefits, plans and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to employees of CTRMA generally. Such benefits, plan and programs may include, without limitation: (i) health and dental insurance, or healthcare and dental care plans (including a flexible benefits plan that allows pre-tax medical and dental deductions); and (ii) group life insurance and accidental death and disability ("AD&D") coverage, voluntary supplemental life and AD&D insurance, and long term disability coverage. Employee shall be provided with \$500,000.00 in life insurance coverage.

(c) Retirement Benefits; Workers' Compensation. Employee shall be entitled to coverage under the retirement and pension plans of the Texas County and District

Retirement System ("TCDRS"). Employee shall have workers' compensation benefits as administered by the Texas Municipal League Intergovernmental Risk Pool. Employee shall also be entitled to participate in a deferred compensation plan to be established by the CTRMA. The deferred compensation plan will be comprised of two programs, a 401(a) plan and a 457 plan, and will permit both CTRMA and employee contributions. During the first year of the contract term, the CTRMA shall contribute \$20,000 to Employee's deferred compensation plan; annual contributions thereafter shall be determined in accordance with performance reviews, provided such contributions are paid out of operating revenue of the Authority and not out of funds from public sources. This plan will be in addition to the TCERS pension plan.

(d) Reimbursements and Car Allowance. The CTRMA will reimburse Employee for all permissible business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with CTRMA's expense reporting policy. CTRMA shall provide Employee with a monthly car allowance in the amount of: \$700.00 during years one and two of the contract term; \$750.00 during years three and four of the contract term; and \$850.00 during year five of the contract term.

(e) Vacation. Employee shall be entitled to four (4) weeks annual paid vacation; *provided, however*, that Employee shall not take more than two (2) consecutive weeks of vacation without prior approval of the Board of Directors, and vacation must be taken at a time and in a manner consistent with Employee's duties hereunder.

(f) Personal Leave. Employee shall be entitled to five (5) days annual paid personal leave and up to ten (10) days annual sick leave, with additional sick leave provided by mutual agreement of the parties if Employee requires an extended treatment period for a medical condition.

(g) Holidays. Employee shall be entitled to paid holidays as determined annually for all CTRMA employees. CTRMA holiday observances shall be consistent with the holiday observances of Travis and Williamson Counties.

(h) Physical/Substance Screening Examination. Employee, from time to time, may be required to complete a physical examination that will include controlled substance (drug) and alcohol screening tests. Such examinations/tests will be paid for and conducted by a physician(s) or organization of the Board of Director's selection/designation.

(i) Outside Consulting. Employee may provide consulting services to outside entities on the condition that the provision of such services does not conflict with Employee's obligations to or the interests of the CTRMA, and does not interfere with the full-time nature of Employee's CTRMA-related work. All such work shall be subject to applicable conflict of interest guidelines, and Employee shall report to the Board of Directors on any outside consulting income received within ninety (90) days of the receipt thereof.

5. Miscellaneous.

5.1. Termination Right. As a salaried employee, Employee's employment is "at-will." CTRMA retains sole discretion to terminate Employee's employment, with or without Cause, subject to the provisions herein.

5.2. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, as applied to contracts made and performed within the State of Texas, without regard to principles of conflicts of law.

5.3. Arbitration. Disagreement or questions of interpretation or conflict regarding this Agreement shall be resolved first through use of a mutually agreed upon Mediator between Employee and CTRMA. Should mediation fail to produce satisfactory results, then the parties agree to settlement of differences of interpretation through use of a registered Arbitrator, designated by the American Arbitration Association and its standard practices. Efforts of the mediation and arbitration processes will be fully utilized prior to any civil redress of issues.

5.4. Entirety; Amendments; Waivers. This Agreement embodies the entire agreement between the parties and supercedes all prior agreements and understandings relating to the subject matter hereof. Employee hereby represents and warrants to CTRMA that there are no other oral or written understandings or agreements between Employee and CTRMA. This Agreement may be amended or modified only in writing executed by Employee and CTRMA. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

5.5. Attorney's Fees. In the event that either party is required to obtain the services of an attorney in order to enforce any right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

5.6. Assignability; Binding Nature. Neither this Agreement nor any right, duty, obligation, or interest hereunder may be assigned or delegated by one party hereto without the prior written consent of the other party hereto. This Agreement is binding upon, and shall inure to the benefit of CTRMA and Employee and their respective successors, permitted assigns, and representatives.

5.7. Headings. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

5.8. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or subparagraphs of this Agreement shall not affect the remaining portions of this Agreement.

5.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: Robert E. Tesch
Robert E. Tesch
Chairman

Date: 1-19-06

EMPLOYEE

Mike Heiligenstein
Mike Heiligenstein

Date: 1-20-06

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

RESOLUTION NO. 06-03

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

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

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

WHEREAS, context sensitive design is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic, and environmental resources, while maintaining safety and mobility; and

WHEREAS, the Board of Directors desires to retain one or more outside entities to provide context sensitive design services for the 290 East Turnpike Project; and

WHEREAS, the Board of Directors desires that its Executive Director initiate the process of procuring context sensitive design services by causing to be drafted and issued a request for qualifications (“RFQ”) to solicit responses from firms interested in providing such services and publishing such RFQ in accordance with the CTRMA’s Policies and Procedures Governing Procurement of Goods and Services.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the Executive Director and staff to develop and issue an RFQ for context sensitive design services for the 290 East Turnpike Project; and

BE IT FURTHER RESOLVED, that the Executive Director shall implement a process to review the RFQ responses and rank the proposers and be prepared to recommend to the Board of Directors the best qualified firm or firms to provide these services; and


BE IT FURTHER RESOLVED, that no contract for services shall be executed without the prior approval of the CTRMA Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:


Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:


Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-03
Date Passed 01/31/06

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

RESOLUTION NO. 06-04

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

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

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

WHEREAS, in Resolution No. 05-73, dated September 28, 2005, the Board of Directors approved the entry into a Traffic and Revenue Engineering Services Agreement with URS Corporation for the provision of traffic and revenue engineering services for CTRMA projects and potential projects; and

WHEREAS, URS Corporation has developed a scope of work and proposed budget for an investment grade traffic and revenue study for the 290 East Turnpike Project; and

WHEREAS, a copy of that proposed scope of work and budget is contained in Work Authorization No. 2, attached hereto as Attachment "A"; and

WHEREAS, the CTRMA Board of Directors must approve Work Authorization No. 2 before URS may proceed with work thereunder; and

WHEREAS, URS has represented to the Board of Directors that the work reflected in Work Authorization No. 2 and the cost thereof is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves Work Authorization No. 2, attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 2 be subject to the Traffic and Revenue Engineering Services Agreement between the CTRMA and URS.

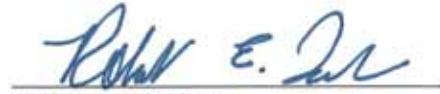
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-04
Date Passed 01/31/06

DRAFT

URS CORPORATION
SCOPE OF SERVICES
FOR
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA)
January 17, 2006

WORK AUTORIZATION # 2
US 290E TOLL DEVELOPMENT PROJECT
INVESTMENT GRADE TRAFFIC AND REVENUE ENGINEERING SERVICES

The Investment Grade Traffic and Revenue Engineering Services described herein are to be provided by URS Corporation (URS) to the Central Texas Regional Mobility Authority (CTRMA) to prepare an Investment Grade Traffic and Toll Revenue Study and Report for the US 290E toll road project. The US 290E baseline project is defined from US 183 to SH 130.

SCOPE OF SERVICES

This Scope of Services is organized into 13 principal tasks that encompass the investment grade study, documentation, and support of project financing. Significant analysis of all aspects of the US 290E project along with a comprehensive modeling effort involving the toll diversion forecasting and the socioeconomic data (SED) underlying the demographic projections are part of this complex study. Included in this comprehensive work program are the following tasks:

- Task 1 – Project Management
- Task 2 – Data Compilation and Review
- Task 3 – Traffic Data Collection/Field Surveys
- Task 4 – Economic/Demographic Data
- Task 5 – Stated Preference Travel Study
- Task 6 – Model Development/Validation
- Task 7 – Toll Rate Schedule/Toll Collection Plan
- Task 8 – Project Configuration
- Task 9 – Traffic Estimation
- Task 10 – Toll Revenue Forecasts
- Task 11 – Financial Feasibility
- Task 12 – Documentation
- Task 13 – Financing Support

The project schedule, staffing plan, and budget that support this scope of services are attached.

Task 1 – Project Management

Meetings, coordination, administration, and quality assurance comprise Task 1 and are described in the following subtasks:

- 1.1 Meetings
 - 1.1.2 Project Kick-Off, Scope Development, and Mobilization Meetings
 - 1.1.3 Project Progress Meetings to be Scheduled Monthly
 - 1.1.4 Presentations to the CTRMA Board and Other Interested Parties

ATTACHMENT "A"
TO
RESOLUTION No. 06-04

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- 1.2 Coordination
 - 1.2.1 Coordination with the CTRMA Working Group, Governmental Organizations (including TxDOT), Charles River Associates (Regional Mobility Study), and Other Entities to be Identified by the CTRMA
 - 1.2.2 Coordination with Sub-Consultants: Resource Systems Group, GRAM Traffic, Bomba & Associates, and Alliance Transportation Group
 - 1.2.3 Establish Communications Procedures and Documentation
- 1.3 Project Schedule and Monthly Updates
- 1.4 Progress Reports and Invoices (Monthly)
- 1.5 Project Quality Assurance

Task 2 – Data Compilation and Review (Previous Relevant Studies)

This task involves maximizing the utilization of previous studies by evaluating their relevance for the US 290E project. The CTRMA and other local, state, and/or Federal governmental agencies have performed numerous studies with relevance to the US 290E project. URS will obtain and review studies pertaining to toll feasibility projects, TxDOT count data, and area SED projections. A technical memorandum will be issued to document the results of the Task 2 work. The subtasks below are not intended as a complete list, but are examples of previous studies that contain relevant information.

- 2.1 Review Other Relevant CTRMA Toll Feasibility Reports
- 2.2 Review CTRMA Market Research Survey Report (Wilson Research)
- 2.3 US 183A Investment Grade Study Report
- 2.4 Compile and Review Available Historical Traffic Volume and Travel Time Data
- 2.5 Obtain and Review TxDOT Count Station Data
- 2.6 Obtain and Review the Latest Capital Area Metropolitan Planning Organization (CAMPO) Regional Travel Demand Model Revised Roadway Network
- 2.7 Review the CTPP (Central Texas Turnpike Plan) 2005 SED Set
- 2.8 SH 130 Stated Preference Travel Study Report

Task 3 – Traffic Data Collection/Field Surveys

The first step in this task will be to determine the US 290E study area, which will go beyond the limits of the project to encompass a larger geographic area of influence. In this task, the baseline of existing corridor traffic and travel related data will be developed and documented. The principal purpose of developing this baseline will be for validation of the CAMPO model. Work will involve travel time studies, traffic data collection, origin/destination (O/D) studies, and review of available historical traffic information. Traffic study data collection will be closely coordinated with the CTRMA Director of Communications. A technical memorandum will be issued describing the data collection program and documenting the results of the traffic studies. The subtasks below describe the work that will be performed.

- 3.1 Develop traffic count program in the US 290E corridor to supplement available data from TxDOT count stations and other projects. A count program will be developed to gather current data from US 290E, parallel routes, cross streets, and other routes to be determined.
- 3.2 Conduct travel time studies on US 290E, parallel routes, cross street routes, and frontage roads.

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3.3 Perform trip origin-destination (O/D) surveys. In addition query travelers for information pertaining to trip frequency, trip purpose, vehicle classification, vehicle occupancy, and other travel information.

3.4 Compile traffic, travel time, and O/D study data for validation of the regional travel model.

Task 4 – Economic/Demographic Data

The CAMPO regional travel model contains the network that will be the baseline model for the US 290E traffic and toll revenue forecasts. Contained in the CAMPO model are the region's Traffic Serial Zone (TSZ) systems, which are the cartographic boundary files that detail the SED and travel-related data. URS understands that the revised CAMPO model updated the network only and not the SED set. The recently developed SED set for the CTTTP 2005 refinancing analysis will be used as the initial, underlying data for this effort. This data set will be expanded, as needed, to encompass the US 290E study area to provide a common and consistent database for this project and the Preliminary T & R corridors. Work in this task, as it pertains to gathering data from other organization sources, will be closely coordinated with the CTRMA Director of Communications. A technical memorandum will be issued describing the work performed in Task 4 and documenting the results.

For this task, URS has retained the services of Bomba & Associates to assess the reasonableness of the forecast in the updated CTTTP. Bomba & Associates has successfully completed this task in similar investment grade studies for three Austin area toll road projects: SH 130, SH 45/Loop 1, and US 183-A. Additionally, Bomba & Associates served as consultant in this capacity for the 2005 CTTTP SED update.

URS anticipates the 2005 CTTTP database will be used for TSZs outside of the project study area, since many previously received a close level of scrutiny. An assessment of the forecasts outside of the study area at a subarea level of geography will be performed for this investment grade analysis. Should any adjustments to the subarea forecasts be deemed necessary, the SED will be allocated proportionately to the TSZs.

4.1 Data Collection

Collect data and review recent literature that summarizes demographic and economic changes to Travis County, the Austin metropolitan area, and, in particular, changes within the US 290E study area. The data will be used to identify recent population and employment development trends and prospects for future growth. Data will be collected from the following sources:

- U.S. Census Bureau
- Texas State Data Center
- Texas Workforce Commission
- Texas Water Development Board
- Texas Comptroller of Public Accounts office
- Capital Area Metropolitan Planning Organization
- City of Austin
- City of Manor
- City of Pflugerville
- Travis County
- *Austin-American Statesman*

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- *Austin Business Journal*
- Any other relevant source.

Maps will be obtained from the various municipalities in the study area showing zoning, water and wastewater infrastructure, sensitive environmental features, etc., plus recent digital orthoimagery of the study area.

4.2. Field Surveys

Field surveys will be performed encompassing the entire US 290E study area to discern recent development patterns, including field surveys of selected areas of interest throughout Travis County. Areas of growth and change will be mapped for use during the study area assessment.

(NOTE: The level of effort that will be required in this task is dependent upon the level of SED changes in the CTTTP 2005 update from the previous version of the CTTTP.)

4.3 Interview Local Officials

Local officials who represent local public entities, such as planning or permitting departments, with jurisdictions in the study area will be interviewed. Public entities that will be contacted include:

- City of Austin
- City of Manor
- City of Elgin
- City of Pflugerville
- Travis County
- Others as determined appropriate

4.4 Review and Adjust Baseline Population and Employment at the TSZ Level

If necessary, the baseline population and employment estimates at the TSZ level will be adjusted based on the results of work in the previous subtasks. This effort will not employ econometric or demographic models to create new forecasts or to adjust existing forecasts. Baseline population estimates at the TSZ level will be randomly selected and compared to data from the 2000 U.S. Census. If a TSZ's baseline employment estimate is judged to be inaccurate, the figures will be updated. This will be done by conducting a field survey of the TSZ to record the locations of employment, identifying the square footage of those facilities, and multiplying the building area by a ratio of employees per square foot.

(NOTE: This subtask includes work associated with splitting TSZs and re-allocating the SED to the adjusted zonal system within the study area to achieve a more refined level of detail for traffic modeling purposes.)

4.5 Assess and Adjust TSZ Population and Employment Forecasts

Population and employment forecasts in the study area for the years 2007, 2017, and 2030 will be adjusted if necessary. Should intermediate forecast periods be required, the intervening years will be interpolated from the model forecast periods. Adjustments will be made to TSZs outside of the study area if it were determined these changes would be germane to this analysis.

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4.6 Identify Growth Sensitivities for a “Low-Growth” Scenario

Based upon the information collected in Subtasks 4.1, 4.2, 4.3, 4.4, and 4.5. TSZs within the US 290E study area might have their population or employment forecasts adjusted as part of a “low-growth” sensitivity analysis, should future conditions change. This identification will also include select areas outside of the study area as well.

Task 5 – Stated Preference Travel Study

URS will perform a Stated Preference Travel Study, the purpose of which is to survey motorists on their travel preferences, patterns, and willingness to pay tolls. Market based transportation research is especially critical in areas such as Austin where tolling is a new concept and there are no existing toll facilities from which to obtain and analyze actual user data. In addition, the URS Team will compare the results of the US 290E preference study with the 1999 preference study performed by the URS team for the SH 130 project. Work in this task, as it pertains to performance of the travel survey, will be closely coordinated with the CTRMA Director of Communications.

URS has retained the services of Resource Systems Group (RSG) to perform this study. Working with URS, RSG previously performed a Stated Preference Travel Study for the SH 130 project and is familiar with Austin and its environs. A technical memorandum will be prepared documenting the project approach, data and findings. It will include details of methods used for the survey, the survey data that were collected and the models that were developed. Work in this task is described below (scope enhanced since 11.1.05 draft).

Phase 1 – Travel Survey

5.1 Develop Survey Questionnaire

The survey questionnaire will include questions to describe the most recent trip that the respondent made within the corridor. These questions will be followed with stated preference experiments in which characteristics of the corridor travel alternatives – travel times tolls – are systematically varied. Finally, the questionnaire will include sufficient demographic details to allow the sample to be expanded to the full population. The questionnaire will be structured so that it can be completed in 10 minutes or less. An initial draft of the survey questionnaire will be developed and provided for team review and comment. The questionnaire will be revised in response to these comments and the revised draft used as the starting point for Task 5.2.

5.2 Program Survey Instrument

The survey questionnaire will be programmed using Resource Systems Group’s IVIS™ system. This system provides a graphical user interface and sophisticated dynamic branching to improve the efficiency and cost-effectiveness of stated preference data collection. The survey questionnaire will be programmed to be administered at central sites on laptop computers and will be available for use over the Internet. The instrument will include digital maps to allow respondents convenient alternatives for specifying trip origins and destinations. The completed survey instrument will be provided to the project team for review and comment and will be revised as appropriate based on pre-test results.

5.3 Develop Survey Plan

A survey plan will be developed that ensures adequate coverage of all key population groups. The survey administration will be conducted at a variety of sites. Obtaining the

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cooperation necessary to cover all of the most desirable sites will be an important piece of the administration planning. These sites will likely shopping centers, office buildings and other major activity centers. At each site, a cluster of 2-6 laptop computers will be provided. Survey staff will recruit/qualify potential respondents, assign them to a computer and assist them as necessary in completing the questionnaire.

In addition, the survey will be made available to respondents over the web. We have found that, particularly in the Austin region, the web option is particularly attractive to younger, more mobile, more educated individuals who have high non-response rates with conventional surveys.

5.4 Administer Survey

The survey will be administered in accordance with the final survey plan. An initial pre-test will be conducted to provide field input on the questionnaire design and administration methods. The survey questionnaire and plan will be modified based on the pre-test results and the revised survey will be sent to full field. The fieldwork will be directed by a staff manager with a field team of two to four others will be responsible for recruiting and assisting respondents. The staff manager will maintain tallies of survey progress and adjust the survey plan as necessary to ensure that the fieldwork is completed on time and within the allocated portion of the budget.

Phase 2 – Data Analysis and Modeling

5.5 Data analysis

Upon completion of the data collection, descriptive tabulations of the data will be completed. Tabulations will be prepared for responses to each question and selected cross-tabulations will be prepared to evaluate relationships among key variables. These tabulations will include general information about the characteristics of the sample and of their responses to the stated preference experiments.

The data will also be compiled into a dataset suitable for statistical choice model estimation.

5.6 Statistical Modeling

Stated preference data from the survey will be analyzed using accepted statistical techniques. Travel choice models will be estimated using ALOGIT, a widely used commercial software package that was developed specifically for this type of application. The models will include effects of travel time and toll level on the choice between tolled and toll-free routes.

5.7 Estimation of Individualized Models

This task will estimate values of time by individual respondent. This will be accomplished using state-of-the-art methods such as hierarchical Bayes or simulation-based classical estimation of the logit kernel model and will result in an estimate of the full distribution of values of time. The resulting models will be implemented in spreadsheet form and methods for implementing them in URS's traffic forecasting model will be developed.

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Task 6 – Model Development/Validation

URS will develop a traffic/toll revenue-forecasting model for the US 290E project for which the year 2030 CAMPO regional travel model will be the baseline. URS staff is familiar with the CAMPO regional travel demand model, which we are using for the Texas Turnpike Authority (TTA) SH 130 Investment Grade Study. URS will coordinate the calibration and validation of the CAMPO model with CAMPO staff. CAMPO is updating its model, which will be available to the TTA, CTRMA, and other agencies in the near future. Work in this task is described in the subtasks below.

- 6.1 Install the updated version of the CAMPO regional travel model for use on this project. URS currently utilizes the previous version of the CAMPO model for its T&R projects in the Austin area. Therefore, this step to review the new version of the CAMPO model documentation and then test the model is critical. Should URS staff experience any difficulties in testing the model, these will be resolved with CAMPO staff prior to applying the model to the US 290E study.
- 6.2 Compare the Task 3 field study results with the CAMPO model assumptions and validate the model to existing conditions. Compare field travel time data with the travel times estimated by the highway assignment process and adjust the CAMPO model highway network parameters as needed to improve replication of observed speeds. Compare the ground counts to those in the model and adjust, as needed, to reflect observed conditions. Verify the baseline trip table both at the screenline level and at specific link locations utilizing select-link techniques. This will be an iterative process requiring adjustments possibly both to the highway assignment and trip distribution routines. Model calibration and validation will be coordinated with CAMPO staff.
- 6.3 These parameters plus those from the O/D studies performed in Task 3 and Stated Preference Study results in Task 5 will be input to CAMPO the mode-choice model by traveler segment. It is assumed these data will provide the travel preference baseline for input to the US 290E project.
- 6.4 Update the CAMPO model with the URS Team revised TSZ system (the split TSZ's) re-allocated SED and enhanced roadway network (refer to subtask 4.4).
- 6.5 Perform a "reasonableness" test of the CAMPO model that will confirm the model validation to observed conditions and of the preference data. These tests are typically performed at specified traffic screen lines where modeled outputs are checked against observed conditions. Should modeled results vary from the observed conditions beyond levels considered "reasonable" for travel demand modeling, URS would first verify the model chain performance. If the model is determined to be performing as expected, then URS would make further adjustments to the model. This model adjustment process will be coordinated with CAMPO staff. Replication of observed conditions in the baseline model is important for forecasting future traffic. (NOTE: It is unknown at this time the level of testing that will be required on the updated CAMPO model for the CTRMA studies.)

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Task 7 – Toll Rate Schedule and Toll Collection Plan

The US 290E toll rate schedule will be established with specific input from the US 183A, other Austin-area toll road projects, and the Stated Preference Travel Study. Toll collection methods will be developed considering Electronic Toll Collection (ETC) and cash operations. Work to be performed is described the subtasks below.

- 7.1 Develop a toll rate schedule that is based on Austin-area toll rate plans and those being implemented on the US 183A, SH 130, and SH 45 projects. The rate schedule will identify the opening year rate with an annual escalator for estimating annual toll revenues. The toll rate schedule will be input to Task 9 for traffic modeling purposes.
- 7.2 Various methods of toll collection will be analyzed to determine the method most feasible for the US 290E project. It has been decided by the CTRMA T&R Working Group that a combined ETC and cash collection system and ETC only will be tested in the modeling program. The following toll options will be evaluated:
 - Non Tolled (baseline)
 - Tolled with ETC only
 - Tolled with Combined Cash and ETC
 - Open Road Tolling (ORT) – Video Tolling
 - Design Traffic (between non tolled and tolled) includes general turning movements

Task 8 – Project Configuration and Network Projects

The preliminary design of the US 290E project (prepared by the design engineer) will be provided to URS for input to modeling program. The modeling program will determine the levels of traffic attracted to the project, which may affect the ultimate sizing of the facility and subsequently the design. The following work will be performed.

- 8.1 Obtain the US 290E preliminary design for the roadway layout including the main lanes, ramps, frontage road system, and toll collection design. Code the project into the network in preparation for the modeling task. Through an iterative modeling process the traffic volumes will be estimated on the project. URS will make recommendations for sizing the project based on the traffic volumes and operations considerations, which could necessitate design revisions.
- 8.2 The baseline US 290E project is from US 183 to SH 130. Options to be evaluated (coded and modeled) include the following:
 - Direct connectors at US 183 to and from the north
 - Extension of US 290E from SH 130 to FM 973
 - Direct connectors at SH 130 from the north to the south
- 8.3 Update and maintain a file of future transportation projects in the CAMPO network. URS staff will review each future project and input it into an assumptions spreadsheet that will be included in the project report. This file will contain the name of the project, schedule, facility type, sponsoring entity (e.g., CTRMA, TxDOT, county, cities, etc.), and other relevant

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information. Projects will be updated based upon meetings with the sponsoring entities. Each project will be coded into the network based upon the updated assumptions.

Task 9 – US 290E Traffic Estimation

In this task, URS will perform the traffic modeling to estimate volumes for the US 290E project. With the SED and network links added into the CAMPO model (validated), URS will then use the model to forecast traffic. Included in the modeling process are assumptions pertaining to toll evasion, revenue ramp-up periods, and seasonal variations. Based upon the traffic volume estimates, URS will provide recommendations, if any, for sizing the facility or adjustments to the toll collection strategies, ramp configuration, and/or frontage road system. Work to be performed in this task is described below.

- 9.1 Develop a table of no-build and build alternatives to be modeled, which will include a no-toll scenario. Results of the no-toll scenario will reflect the estimated traffic volumes on the project without tolls. The no-build and no-toll scenarios will be used to compare the build toll alternatives to assess the impacts of toll constraints indicated by model output. In addition to the initial models runs, URS will perform sensitivity tests.
- 9.2 Model the no-build and build alternatives during the forecast period and with periodic toll increases with various toll strategies (from Task 7) including constant tolls. Each alternative will include toll details, e.g., interchange-to-interchange toll rates, discounts for tag users, etc. This disaggregated technique allows individual components of a revenue stream to be pooled to reflect the project forecast.
- 9.3 Model outputs can be expected to reflect the impacts of the tolls at various levels. However, as a check on the reasonableness of the model outputs, URS will conduct an independent traffic/toll elasticity analysis and compare the model outputs with the elasticity expectations. This work is an iterative process, in terms of model adjustment, that may require adjusting the model assumptions to resolve any differences between model output and elasticity.
- 9.4 Review traffic volumes for the baseline and alternatives to determine whether the proposed frontage road cross-sections and intersection approaches will operate at an acceptable Level of Service (LOS) based on a variety of factors, including turning lane movements. This capacity analysis will focus on the frontage road intersections along the corridor at 10 locations between US 183 and SH 130 and an alternative to FM 973 and design traffic on the main line. The analysis will be performed for morning and evening peak hour traffic volumes utilizing the methods of the 2000 Highway Capacity Manual with the Synchro / Sim Traffic 6.0 software.

Task 10 – Toll Revenue Forecasts

This task focuses on the US 290E toll revenue forecasts under various tolling strategies and design configurations assumed in previous tasks. URS will perform an extensive analysis to optimize toll rates, tolling strategies, and tolling locations. Opening year and future years' (40-year forecast) toll revenue potential will be analyzed and documented. Phasing or re-sizing the project may be considered based upon the estimated toll revenue stream. Preliminary T & R estimates will be documented in a technical memorandum for consideration by the CTRMA T&R Working Group. Work to be performed in this task is described below.

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- 10.1 Analyze the model outputs from Task 9 to determine the toll revenue potential for opening year and a 40-year forecast under various tolling conditions and project configurations. Results of this analysis will be displayed in a tabular format. Based upon the results of this analysis, schemes to optimize toll revenue may be introduced.
- 10.2 Results of the sensitivity and elasticity tests will be analyzed and shown in a tabular format in the project report. This analysis will provide additional documentation to support the reasonableness of the modeling approach and results. Sensitivity tests will include the following and others TBD by the T&R Working Group:
- Socioeconomic adjustments (differing growth forecasts)
 - Network adjustments (changes in competing or contributing roadway network)
 - Value of Time adjustments
 - Toll rate adjustments, e.g., lower rates, value pricing strategies, etc.
 - Economic indicators, such as fuel costs

Task 11 – Financial Feasibility

In this task, URS will analyze the Task 10 results and determine the feasibility of the US 290E toll project. Additional costs elements will be required to determine the feasibility of the project, e.g., capital costs and operations and maintenance (O/M) estimates. Work in this task will involve.

- 11.1 Obtain the project construction (soft and hard) cost estimates from PBS&J. Coordinate development of the annual O/M estimates with PBS&J.
- 11.2 Develop tables showing the annualized toll revenues versus the costs to determine the feasibility of the US 290E project for inclusion in the URS T & R report.

Task 12 – Documentation

The US 290E investment grade traffic and toll revenue study will be documented at various stages with technical memoranda, including the Preliminary Toll Revenue Forecasts, and the draft and final report. Technical memoranda will be issued in draft format for review, comment, and approval by the CTRMA T&R Working Group. Then the final technical memoranda will be issued. The documents are itemized below:

Task	Deliverable
1	Scope of Services, Budget, Schedule
2	Technical Memorandum 1: Results of the Review of Other Studies
3	Technical Memorandum 2: Traffic Study
4	Technical Memorandum 3: Economic/Demographic Study
5	Technical Memorandum 4: Stated Preference Travel Study
6	N/A
7/9/10/11	Technical Memorandum 5: Toll Rate Schedule/Toll Plan and Preliminary T&R Forecasts/Feasibility
8	N/A
12	US 290E Investment Grade T&R Study Draft and Final Report

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Task 13 – Project Financing Support

URS will support the financing of the project with documentation of the investment grade study and as a member of the CTRMA T&R Working Group. Our support will involve meetings with the working group, presentations of the Investment Grade study to the rating agencies, bond insurance companies, and other organizations to be identified by the CTRMA. URS will prepare materials (presentation boards, power point slides, handouts, etc.) as needed for presentation purposes.

URS assumes seven meetings/presentations in this scope for staffing and budgeting purposes. It is assumed four meetings will take place in Austin, TX, two meetings in New York City, and one meeting in Washington, DC. Should additional meetings/presentations be required to support project financing, URS will scope and budget these meetings on a time and materials (T&M) basis, plus reimbursable for other direct costs incurred, e.g., travel, lodging, meals, etc.

Work in this task is described in the subtasks below:

- 13.1 Review financing documents
- 13.2 Review disclosure documents
- 13.3 Participate in meetings regarding bond and disclosure documents and prepare presentation materials, e.g., power point slides, presentation boards, handouts, etc.
- 13.4 Certify information in the disclosure documents related to the URS Traffic and Toll Revenue Investment Grade Study report, including the underlying assumptions

URS Proposed Budget - WA #2
 US 290E Investment Grade Study
 4-Jan-06

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12 Month
 Schedule

TASK		Total Hours	Total Labor Cost
Task 1	Project Management	1572	\$167,827.76
Task 2	Review Previous Studies	92	\$8,500.01
Task 3	Traffic Field Studies	384	\$35,714.23
Task 4	SED Collection and Analysis	344	\$27,780.46
Task 5	Stated Preference Travel Study	152	\$14,756.21
Task 6	Model Development/Validation	1068	\$89,453.89
Task 7	Toll Schedule / Plan	236	\$27,122.14
Task 8	Project Configuration	740	\$58,826.03
Task 9	Traffic Estimation	1120	\$104,280.67
Task 10	Toll Revenue Forecasts	414	\$39,537.42
Task 11	Financial Feasibility	186	\$18,987.15
Task 12	Documentation	1224	\$112,728.95
Task 13	Project Financing Support	524	\$75,801.55
LABOR			\$781,316.47
Total hours		8056	
Total labor (rounded)			\$781,300
EXPENSES			
	Air travel (22 trips @ \$600)		\$13,200
	Lodging (NY/Wash 8 nights @ \$300)		\$2,400
	Lodging (AUS 29 nights @ \$175)		\$5,075
	Meals (43 days @ \$90)		\$3,870
	Rental vehicle (35 days @ \$75)		\$2,625
	Gasoline (35 days@\$25)		\$875
	Postage		\$400
	Color Copies (@ \$1.40 ea)		\$140
	B/W Oversize Copies		\$200
	Tech Memos (5x25copiesx\$30/ea)		\$3,750
	Report (2X25copies@\$40/ea)		\$2,000
	Engineering/Graphic Plots		\$700
	Courier		\$850
	Presentation Boards (25@\$300/ea)		\$7,500
	Expense subtotal		
	Total expenses (rounded)		\$43,600
TOTAL URS COSTS			\$824,900
SUB-CONTRACTOR COSTS			
	ATG		\$53,100
	Bomba & Associates		\$98,800
	GRAM Traffic		\$290,400
	RSG		\$140,000
TOTAL US 290E URS T&R COSTS			\$1,407,200

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

RESOLUTION NO. 06-05

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

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

WHEREAS, the CTRMA and the Austin District of TxDOT developed a "CTRMA/TxDOT Regional Implementation Program" (the "Program") that provides for the funding and development of various transportation system improvements within the jurisdictional limits of the CTRMA; and

WHEREAS, on July 12, 2004, the Capital Area Metropolitan Planning Organization ("CAMPO") Transportation Policy Board voted to approve amendments to CAMPO's 2025 Transportation Plan ("2025 Plan") and its FY 2004-FY2008 Transportation Improvement Program ("2004-2008 TIP"), thus authorizing the development of projects in the Program as toll roads subject, in certain instances, to conditions imposed by the resolutions; and

WHEREAS, the Program (as subsequently amended) includes two projects that were previously included in the 2025 Plan and 2004-2008 TIP and five projects (the "Phase 2 Projects") that were added to the 2025 Plan and the 2004-2008 TIP; and

WHEREAS, in a minute order approved on April 28, 2005, the Texas Transportation Commission requested that the CTRMA take such actions or conduct such studies and evaluations as may be necessary to determine the viability of jointly developing and financing with TxDOT the Phase 2 Projects; and

WHEREAS, in Resolution No. 05-73, dated September 28, 2005, the Board of Directors approved the entry into a Traffic and Revenue Engineering Services Agreement with URS Corporation for the provision of traffic and revenue engineering services for CTRMA projects and potential projects; and

WHEREAS, URS Corporation has developed a scope of work and proposed budget for preliminary study of the Phase 2 Projects; and

WHEREAS, a copy of that proposed scope of work and budget is contained in Work Authorization No. 3, attached hereto as Attachment "A"; and

WHEREAS, the CTRMA Board of Directors must approve Work Authorization No. 3 before URS may proceed with work thereunder; and

WHEREAS, URS has represented to the Board of Directors that the work reflected in Work Authorization No. 3 and the cost thereof is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves Work Authorization No. 3, attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 3 be subject to the Traffic and Revenue Engineering Services Agreement between the CTRMA and URS.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-05
Date Passed 01/31/06

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URS CORPORATION
SCOPE OF SERVICES
FOR
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA)
January 25, 2006

AUSTIN-AREA PHASE 2 TOLL FACILITIES – WA #3
“SKETCH LEVEL” FEASIBILITY
TRAFFIC AND TOLL REVENUE ENGINEERING SERVICES

The Traffic and Revenue Engineering Services described herein are to be provided by URS Corporation (URS) to the Central Texas Regional Mobility Authority (CTRMA) to prepare a “Sketch Level” Feasibility Traffic and Toll Revenue Study for the following projects:

1. US 183E from IH 35 to SH 71
2. SH 71E (Ben White Boulevard) from east of IH 35 to the Airport
3. US 290W from East of William Cannon to FM 1826
4. US 290W / SH 71W “The Y Interchange” in Oak Hill
5. Loop 360 Expansion from SH 71 to US 183

URS understands that the Phase 2 T & R Study results will be incorporated into the “Mobility Alternative Finance Study,” with the oversight of a “Steering Committee,” and being performed in part, by Charles River Associates (CRA).

URS will coordinate this study with the US 290E Investment Grade study to take advantage of sharing information between the two URS studies being performed for the CTRMA. Recognizing, however, that URS will perform tasks specific to this Preliminary T & R Study as outlined in this scope of services.

SCOPE OF SERVICES

This Scope of Services is organized into nine principal tasks that encompass this preliminary T & R study and documentation, and as it relates to coordination with the “Mobility Alternative Finance Study,” Scope of Work, November 9, 2005. (Refer to Exhibit 1 attached.) URS will perform the following tasks referenced in the Mobility Study Scope of Work plus the tasks described herein to complete a preliminary T&R study for each corridor:

- Review CAMPO Model, especially as it relates to managed lanes and toll facilities with parallel frontage roads.
- Determine usage level assumptions can be made on data currently available and based on traffic and revenue analysis conducted by URS.

URS will analyze each proposed toll facility project at a level of detail sufficient to estimate traffic and toll revenue for opening year and interim future years to year 2030. The following tasks are included in this scope of services:

- Task 1 – Project Management
- Task 2 – CAMPO Model Review
- Task 3 – Conceptual / Preliminary Designs
- Task 4 – Field Surveys / Traffic Data Collection
- Task 5 – Socioeconomic Data (SED) Set
- Task 6 – Toll Rate Schedule/Toll Collection Plan

ATTACHMENT "A"
TO
Resolution No 06-05

- Task 7 – Traffic Estimation
- Task 8 – Toll Revenue Estimation
- Task 9 – Documentation

Task 1 – Project Management

URS assumes the following project management subtasks for this T & R Study.

- 1.1 Meetings
 - 1.1.2 Project kick-off, scope development, and mobilization meetings.
 - 1.1.3 Interim progress meetings at key stages of the study.
 - 1.1.4 Presentations to the CTRMA Board and other interested parties (NOTE: Number of meetings TBD in scoping).
- 1.2 Coordination
 - 1.2.1 Coordination with the CTRMA Working Group, governmental organizations (including TxDOT), CAMPO, Charles River Associates (Mobility Plan Study), and other entities to be identified by the CTRMA.
 - 1.2.2 Coordination with sub-consultants: GRAM Traffic, Bomba & Associates, and Alliance Transportation Group.
 - 1.2.3 Establish communications procedures and documentation
- 1.3 Project Schedule and Monthly Updates
- 1.4 Progress Reports and Invoices (monthly)
- 1.5 Project Quality Assurance

Task 2 – CAMPO Regional Travel Model Review

URS will review the CAMPO 2030 model as the baseline for modeling the preliminary traffic for the toll facility projects. In this task, URS will perform the work described in the "Mobility Alternative Finance Study," Task 1 – Review the CAMPO model, especially as it relates to managed lanes and toll facilities with parallel frontage roads, as follows:

- 2.1. model data sets
- 2.2. model toll forecasting compatibility
- 2.3. model toll forecasting accuracy

Task 3 – Project Configurations and Network Projects

URS will obtain the preliminary engineering designs from TxDOT for the projects being studied. Information contained in the design documents will be the project limits, facility type, lane designations, etc., which will be input to the roadway network in the model.

- 3.1 Obtain preliminary engineering design documents for each corridor including the main lanes, ramps, frontage road system, and toll collection design. URS will prepare an aerial graphic that depicts each corridor for reference purposes and for meetings.
- 3.2 Determine alternatives to be analyzed, e.g., non-toll, toll, managed lanes, congestion (value) pricing, toll truck freight, etc.

Task 4 – Traffic Data Collection

The first step in this task will be to determine the study areas for each corridor, which will go beyond the limits of each project to encompass a larger geographic area of influence. The baseline of existing corridor traffic and travel related data for each project would be

developed and documented. These data include those from existing sources (e.g., permanent count stations), available historical traffic information, from field studies performed for the US 290E study, and new data collected and analyzed for each corridor in this study. A limited traffic data collection program will be developed to obtain existing traffic volumes in each corridor. Original traffic data to be collected will include traffic counts and travel time studies (speed/delay runs). For this preliminary study, URS will not perform origin/destination (O/D) studies. In addition, URS will use the traveler preference data obtained from the US 290E Stated Preference Survey for this study. Traffic study data collection will be closely coordinated with the CTRMA Director of Communications. The subtasks below describe the work that will be performed.

- 4.1 Develop traffic count program in each corridor to supplement available data from TxDOT count stations and other projects. A count program will be developed to gather current data from the corridors, parallel routes, cross streets, and other routes to be determined.
- 4.2 Conduct travel time studies on each corridor, parallel routes, cross street routes, and frontage roads.

Task 5 – Socioeconomic Data (SED)

URS will coordinate work in this task with the US290 E Investment Grade Study, which will be at a more detailed level than that required for the Preliminary T & R Study. The recently developed SED set for the CTPP 2005 refinancing study in the SH 45 and SH 130 corridors will be used as the initial, underlying data for this effort. This data set will be expanded to encompass all of the corridors in this preliminary study to provide a common and consistent database for the proposed facilities. The geographic area south of FM 2222 and west IH 35, which has not undergone a demographic analysis, will be the primary focus of our work.

5.1 Data Collection

Limited field surveys will be performed encompassing the entire study area of each corridor to discern recent development patterns, including field surveys of selected areas of interest throughout Travis County. Areas of growth and change will be mapped for use during the study area assessment.

5.2 Assess and Adjust TSZ Population and Employment Forecasts

Population and employment forecasts in the study area for the years 2007, 2017, and 2030 will be adjusted if necessary. Should intermediate forecast periods be required, the intervening years will be interpolated from the model forecast periods. Adjustments will be made to TSZs outside of the study area if it were determined these changes would be germane to this analysis.

5.6 Identify Growth Sensitivities for a “Low-Growth” Scenario

Based upon the information collected in Subtasks 5.1 and 5.2. TSZs within the study area of each corridor might have their population or employment forecasts adjusted as part of a “low-growth” sensitivity analysis, should future conditions change. This identification will also include select areas outside of the study area as well.

Task 6 – Toll Rate Schedule and Toll Collection Plan

For this preliminary study, a toll rate schedule, with an assumed set of periodic increases, will be developed for the proposed projects, based on the Austin-area toll

rates and with input from the US 290E study. These toll plans will be submitted to the CTRMA for review and discussion prior to being applied in the analysis. A preliminary toll collection strategy will be identified that will likely be a combined Electronic Toll Collection (ETC) and open road tolling (ORT) video license plate capture strategy.

6.1 Develop a toll rate schedule that is based on Austin-area toll rate plans and those being implemented on the US 183A, SH 130, and SH 45 projects. The rate schedule will identify an opening year rate with an annual escalator for estimating toll revenues to year 2030.

6.2 Toll collection methods to be analyzed are Electronic Toll Collection (ETC) and Open Road Tolling (ORT) video license-plate capture strategy.

Task 7 – Traffic Estimation

In this task, URS will estimate traffic volumes for each of the proposed corridors. Work to be performed in this task is described below.

7.1 Develop a table of no-build and build alternatives. One of the build alternatives will include the proposed facilities operated as non-tolled roadways. The no-build and no-toll scenarios will be compared to the build toll alternatives to assess the impact of toll constraints. URS will perform sensitivity tests (number of sensitivity test TBD in scoping). The purpose of these sensitivity tests is to determine the elasticity of tolls in each of the project corridors.

7.2 Estimate traffic for the no-build and build alternatives during the forecast period and with various toll strategies including constant tolls.

Task 8 – Preliminary Toll Revenue Estimates

Preliminary toll revenue forecasts will be developed under various tolling strategies, conceptual design configurations, and traffic for each proposed corridor. Traffic and toll revenue potential will be estimated for opening year and interim years to 2030.

8.1 Analyze the traffic estimates from Task 7 to determine the toll revenue potential for each corridor for opening year and forecast years under various tolling conditions and project configurations. Results of this analysis will be displayed in a tabular format.

Task 9 – Documentation

The Preliminary T & R study will be documented in a draft and final report.

- Task 9 – Draft and Final Report

EXHIBIT 1

MOBILITY ALTERNATIVE FINANCE STUDY

Scope of Work

November 9, 2005

- Task 1 - Will the Phase 2 Toll Plan cover its costs and produce surplus revenues that could be used to fund additions to the system approved by CAMPO?**
1. Review the CAMPO model, especially as it relates to managed lanes and toll facilities with parallel frontage roads, as follows:
 - a. The model data sets
 - b. The model toll forecasting compatibility
 - c. The model toll forecasting accuracy
 2. In light of this review, analyze the following:
 - a. What usage level assumptions can be made on data currently available and based on the Traffic and Revenue analysis conducted by URS?
 - b. What cities and road comparisons exist to compare the proposed facilities and system and the usage/toll rates on existing managed lanes and /or toll facilities with parallel free frontage roads?
 - c. How do tolls at these prices affect the projections in the toll feasibility studies?
 - d. Based on what other toll agencies have done, what is a reasonable range of toll rates?
 - e. How do the toll rates for the roads in the Phase 2 Plan compare to the toll rates for urban toll roads in cities across the U.S.?
 - f. In the planning process, when and how are toll rates normally analyzed and then set?
 3.
 - a. How does the CAMPO area's percentage of highway lane miles scheduled to be tolled compare to the rate of tolling in other American metropolitan areas?
 - b. What are the projected number of lane miles and projected percentage of tolled lanes in the comparison cities?

- c. What is the current and projected congestion index in those cities?
- d. What are the factors in the comparison cities (if any) that may impact this analysis (i.e. history of aggressively pursuing mobility plans and construction, state investment, high levels of public transit, addition of lane miles compared to addition of vehicle miles).

Task 2 - Will each Phase 2 Plan toll facility generate sufficient revenue to cover its costs of bond financing, extra construction costs as a toll facility and operations and maintenance costs?

Will the Phase 2 Plan toll facilities generate sufficient revenue as a system to cover the costs of bond financing, extra construction costs as toll facilities and operations and maintenance costs?"

1. Detail the assumptions underlying the analysis.

Task 3 - How much surplus revenue, if any, will each of the Phase 2 Plan toll facilities generate after all financing costs, construction costs and operations and maintenance obligations are met?

How much surplus revenue, if any, will the Phase 2 Plan as a system generate after all financing costs, construction costs and operations and maintenance obligations are met?

1. Detail the assumptions underlying the analysis, including the toll rate(s) for each facility, traffic assumptions, interest rates, construction costs and growth assumptions.

Task 4 – If the Phase 2 Toll Plan is not implemented, what are the alternatives? What are best practices from other cities to finance and implement infrastructure? Why and how are they different?

1. How does the TxDOT/CTRMA Phase 2 Toll Plan differ from the plans submitted to the Texas Transportation Commission in 2004 by the other seven Texas metropolitan areas?
2. What approaches are similar metro areas in the United States taking?
3. Could the capacity in the Phase 2 Plan be built without tolling using the funding described at <http://www.ctrma.org/ppt/21.htm> ?
 - a. What about the Phase 2 Plan, but excluding Loop 360?

- b. What about the Phase 2 Plan, but for Loop 360 doing only the following:
 - I. building intersection improvements such as overpasses, underpasses or roundabouts to remove stoplights and
 - II. building no extra lanes?
 - c. Describe the options for the CAMPO Transportation Policy Board and the costs and benefits of each scenario.
 - I. What effect would each scenario have on the creation of a sustainable transportation system?
 - II. What is the overall sustainability of the region's transportation network? Include in this analysis the future costs of local governments building new lane miles as well as maintaining current and future transportation systems? How will the liability be bonded? Can it be sustained?
4. What alternative financing and traffic management models exist to build this system?
- a. Analyze options including, but not limited to:
 - I. A mixture of non-tolled lanes and high occupancy toll lanes.
 - II. A mixture of non-tolled lanes and managed lanes.
 - III. A mixture of non-tolled lanes and managed lanes with congestion pricing.
 - IV. Shadow toll support.
 - V. Local option gas tax.
 - b. Analyze each of these above options under two scenarios:
 - I. 1ST SCENARIO: TxDOT pays for the operation and maintenance of the entire highway through the region's distribution of gas tax revenue, and the revenues from the managed lanes stay in the Austin area.
 - II. 2ND SCENARIO: Any revenues realized from the managed lanes are required to be dedicated first to operations and maintenance.
5. What are the long-term impacts to the CAMPO 2030 Plan of not utilizing the tolling and system financing options analyzed in Number 4?
6. How could the strategies analyzed in Number 4 be used to first build the Phase 2 system and then expedite the improvements to Interstate 35 prepared for CAMPO? As part of your analysis, also include consideration of tolling all freight trucks (such as 18-wheelers).

Task 5 – Confirm the funds available for the Phase 2 Toll Plan projects in both tolled and non-tolled scenarios including the following.

1. That TxDOT/CTRMA will fund the right-of-way and utility relocation costs for tolled projects in lieu of the City of Austin and other local entities and the dollar amounts for each.
2. Identify the effect, if any, on projected toll rates and financing needs if TxDOT/CTRMA must borrow additional funds to pay for right-of-way and utility relocation costs in lieu of the City of Austin and other local entities contributing these funds.

Task 6 – Utilizing the information and analysis in Tasks 1 through 6, determine the following.

1. Which model and scenario in Task 4.4 does the most to reduce traffic congestion?
2. Which model and scenario in Task 4.4 has the best cost/benefit to Central Texas residents?
3. What is the cost-benefit to Central Texas drivers of the Phase 2 Toll Plan?
 - a. By tolling US 183, SH 71 and US 290W and thereby assuming the operation and maintenance costs for these highways and receiving access to toll revenues, will Central Texas residents realize a net gain or loss in total transportation funding, in the costs of mobility and congestion, and in new or additional facilities?

This analysis should be performed from the perspective of tolling's impact on Central Texas local governments and Central Texas drivers - not from the perspective of the Toll Plan's impact on the TxDOT budget. This analysis should also assess the ramifications and impact of the Phase 2 Toll Plan on Central Texas local governments, and in particular the ramifications of any loss of State highway funding and transfer of operations obligations to Central Texas local governments and residents.

- b. How does the Phase 2 Toll Plan compare with the preferred options in Task 7.1 and 7.2 above?

Exhibit

Background

The Central Texas region has experienced tremendous growth over the last twenty years. During that same time, local governments and TxDOT did not build adequate transportation infrastructure to keep pace with the increases in traffic. This is evidenced by the fact that the City of Austin has been voted the most congested city for its size in the United States for three years in a row.

Over the next twenty years, the Central Texas region, as defined by the Capital Area Metropolitan Planning Organization (CAMPO), will double in population. The draft 2030 CAMPO Transportation Plan has identified \$18.0 billion dollars in transportation infrastructure (roads, buses, rail) to both catch up and address the future growth.

In 2001, the CAMPO area in partnership with the Texas Turnpike Authority (a division of TxDOT) embarked on a \$2.2 billion toll road program called the Central Texas Turnpike Project (CTTP). With local general obligation bond support for right of way, the State now has 72 miles of turnpike under development, including SH 130, Loop 1 North, SH 45 North, and SH 45 Southeast. The Phase I turnpikes, owned and operated by TxDOT, will be open to traffic in late 2007.

In April of 2004, the Central Texas Regional Mobility Authority (CTRMA) and TxDOT presented a proposed Phase 2 Toll Plan. This Plan was prepared with direction from the Texas Transportation Commission regarding toll road development in the eight urban areas of Texas; the availability of additional funding for toll roads from the Texas Mobility Fund; and, a level commitment of construction dollars from TxDOT Administration for the Austin District.

The Phase 2 plan included finishing construction of two major corridors: US 183 from IH 35 to SH 71, and SH 71 (Ben White Blvd.) from east of IH 35 to Austin Bergstrom International Airport. Both of these projects have been in the regional plans and under development and construction since the late 1970's; however, lack of funding and local political support slowed completion of these projects.

The Phase 2 plan also included the western extension of US 290 from east of William Cannon to FM 1826, including improvements to a segment of SH 71 west and the US 290 West/SH 71 west interchange in Oak Hill. Again, this project has been on the drawing board for a number of years and only partial funding was available for this project. The other major projects in the Phase 2 Plan included the upgrading/expansion of US 290 east from US 183 to SH 130 and the upgrading and expansion of Loop 360 from SH 71 to US 183.

The Phase 2 toll plan proposed \$1.8 billion of construction over 5-7 years (not including Loop 360 funding), using a variety of revenue sources including additional State gas tax dollars, Texas Mobility Fund dollars, TxDOT operations and maintenance support, and toll revenue bonds.

There were three major assumptions in the Phase 2 Toll plan. They included:

- The CAMPO region could quickly "catch up" on completion of important major infrastructure by tolling and leveraging limited resources;

- By tolling major portions of the region's roadway system, the CAMPO area, through the CTRMA, would have a future revenue stream (surplus toll revenues) to build the rest of the CAMPO 2030 plan (both roads and transit); and,
- If all of the available TxDOT revenues forecasted for the next 10-15 years were used to complete only SH 71 and US 183, there would be no way to fund and complete the other major projects in the CAMPO 2030 plan.

Purpose of Study

In 2000, a community-funded Peer Review conducted by Cambridge Systematics compared CAMPO with other large metropolitan planning organizations. The Peer Review addressed policy board composition; the lack of a technical advisory committee; the long-range travel demand model; demographic forecasts; and, lack of a viable financing/funding program to assure implementation of the long-range improvement plan.

A number of the Peer Review recommendations were addressed by CAMPO. However, the Phase 2 Toll Plan continues to point out several deficiencies, including the travel demand model and toll road forecasts; adequate funding; and, a real regional implementation program. While the Phase 2 Toll Plan outlined a specific plan of action, it did not clearly outline the funding and implementation alternatives or the next steps that CAMPO would take to complete the remainder of the road and transit projects in the long-range plan.

The haste with which the State implemented the allocation of the Texas Mobility Fund deprived the community an opportunity to digest the major shift in highway funding. This lack of public discussion on alternatives and the absence of a comparable analysis (with other Texas cities, etc.) raised doubts about the validity of the proposal. These omissions, coupled with the lack of a clear presentation regarding the role of the Phase 2 Toll Plan in the larger implementation of the CAMPO plan, necessitate an independent review and analysis of not only the Phase 2 Toll Plan, but also of analyzing the Plan in the context of CAMPO's long-range implementation strategies.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 3

TOLL SYSTEM COORDINATION AND PROJECT INTERFACE

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the Contract for Toll System Implementation (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Caseta Technologies, Inc. (the Contractor).

PART I. The Contractor will perform toll system coordination and project interface services generally described in the Scope of Work attached hereto as Exhibit A. The Contractor's duties and responsibilities will include:
Design, construction, and operation of a test site for the testing of equipment, tags, and interoperability.

PART II. The maximum amount payable under this Work Authorization No. 3 is \$406,674.68. This amount is based generally upon the estimated fees set forth in Schedule 1 of the Contract, as superceded by the fee schedule set forth in Exhibit B.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate on January 1, 2007 unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS.

PART V. This Work Authorization No. 3 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 3 is executed in duplicate counterparts and hereby accepted and acknowledged below.

CASETA TECHNOLOGIES, INC.:



Signature

2/28/06

Date

J. DARBY SWANK PROJECT MANAGER

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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



Signature

3-8-06

Date

Robert E. Tesch, Chairman

Typed/Printed Name and Title

LIST OF EXHIBITS

- | | |
|-----------|---------------------|
| Exhibit A | Scope of Work |
| Exhibit B | Fee Schedule/Budget |
| Exhibit C | Schedule |

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

SCOPE OF WORK
Work Authorization 3

A1.0 General

A1.01. Background

The Central Texas Regional Mobility Authority (CTRMA) designated the 183-A Turnpike Project as the first priority for implementation in conjunction with the TxDOT plans for development of the Central Texas Turnpike Project (CTTP). Subsequent to the implementation of the design/build process for the 183-A Turnpike Project, the Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities as part of the CTRMA Turnpike System.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 3 shall consist of designing, installing, and operating a test section for open road tolling for 183A. The work generally will include, but not be limited to: design, development, installation, testing and restoring of a complete and fully functioning open road electronic toll collection system.

In this role, the Contractor will work closely with CTRMA, TxDOT, the GEC (HNTB) and various designers and roadway contractors in developing the required toll collection system.

A1.03. Basic Objective

The basic objective of this Work Authorization is to authorize the Contractor to work with TxDOT to construct and implement a test facility located at Mopac (Loop 1) and Braker lane. The facility will serve to test and validate ALL lane level components needed to meet the requirements for Caseta's proposed toll collection system that will be installed on the 183-A Turnpike project.

Caseta will provide monthly status reports to CTRMA that will demonstrate validation and performance of the selected hardware and software to include ALL components represented at the test facility as part of the proposed final solution.

A2.0 Project Schedule

A detailed, resource-loaded schedule shall be submitted to the CTRMA which upon approval shall become part of the Contract and shall be the Project Schedule. This Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization as presented in Exhibit C.

[END OF SECTION]

TOLL SYSTEM COORDINATION AND PROJECT INTERFACE

FEE SCHEDULE

Work Authorization 3

Payment Measurement

This section provides descriptions of the Method of Measurement and the Basis of Payment for the bid items necessary to complete the work under this Project, as described in this Work Authorization.

1. Coordination and Project Interface Services

Method of Measurement

Coordination and Project Interface Services shall be measured on an hourly unit price basis for the various Labor Categories. Each hourly unit shall include furnishing all labor, materials, and support services to perform coordination, design, and project interface services as required and as directed by the Authority in conjunction with TxDOT toll facilities design efforts, conformance with the requirements of the Technical Provisions, and as accepted by the CTRMA.

Basis of Payment

Payment will be made upon the successful delivery and verification of the test equipment on a monthly basis at the invoice price plus mark up specified in the TxDOT 2004 Spec book Item 9. Payments shall include warranty-guarantee services.

EXHIBIT B

				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
1		1	Lane Controller	6662	17	6662	17
2		1	Power	82	50	82	50
3		1	Auto Vehicle Class - IDRIS	159	88	159	88
4		1	AVI - Lane Equipment	915	30	915	30
5		1	VES Lane Equipment	16267	68	16267	68
6		1	Data Communications	14622	55	14622	55
7		1	Tag Testing	42766	50	42766	50
8		1	Civil Installation	295654	37	295654	37
9		1	Test Sight Design	22423	40	22423	40
10		1	Connectors/Incidentals	7080	34	7080	34
Total				406674	68	406674	68

CASETA TECHNOLOGIES, INC. _____

Firm Name

 _____
Principal Name / Signature

Date: 2/28/06

C1.0 Project Schedule

The Project Schedule is based on installation dates of the Test Site. The dates are based on current estimated information and are provided for information only for the purposes of preparing the Proposal. All dates are subject to change. The proposed schedule dates by which the Contractor plans to make submittals and dates shall be coordinated with CTRMA.

Anticipated completion dates are provided, however, these shall be revised per the Project Schedule submitted by the Contractor. The end date for the Project may change, and the Contractor shall revise other submittal and milestones dates as it becomes apparent that changes will improve work or progress. Target dates should be in calendar days.

Installation			
Civil Work	10 Days	1/29/06	2/9/06
Hardware Tuning	5 Days	2/12/06	2/16/06
Software Tuning	20 Days	2/20/06	3/24/06
Testing			
Tag Testing	20 Days	3/27/06	4/28/06
Equipment Testing	157 Days	5/1/06	12/5/06
Restoration			
Equipment Removal	3 Days	12/6/06	12/8/06
Civil Removal	5 Days	12/11/06	12/15/06

[END OF SECTION]

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

RESOLUTION NO. 06-06

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

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

WHEREAS, the CTRMA and the Austin District of TxDOT developed a "CTRMA/TxDOT Regional Implementation Program" (the "Program") that provides for the funding and development of various transportation system improvements within the jurisdictional limits of the CTRMA; and

WHEREAS, on July 12, 2004, the Capital Area Metropolitan Planning Organization ("CAMPO") Transportation Policy Board voted to approve amendments to CAMPO's 2025 Transportation Plan ("2025 Plan") and its FY 2004-FY2008 Transportation Improvement Program ("2004-2008 TIP"), thus authorizing the development of projects in the Program as toll roads subject, in certain instances, to conditions imposed by the resolutions; and

WHEREAS, the Program (as subsequently amended) includes two projects that were previously included in the 2025 Plan and 2004-2008 TIP and five projects (the "Phase 2 Projects") that were added to the 2025 Plan and the 2004-2008 TIP; and

WHEREAS, in a minute order approved on April 28, 2005, the Texas Transportation Commission requested that the CTRMA take such actions or conduct such studies and evaluations as may be necessary to determine the viability of jointly developing and financing with TxDOT the Phase 2 Projects; and

WHEREAS, Caseta Technologies ("Caseta"), the toll systems integrator retained by the CTRMA, has developed a scope of work and proposed budget for work related to coordination with TxDOT on the Phase 2 Projects; and

WHEREAS, a copy of that proposed scope of work and budget is contained in Work Authorization No. 2, attached hereto as Attachment "A"; and

WHEREAS, the CTRMA Board of Directors must approve Work Authorization No. 2 before Caseta may proceed with work thereunder; and

WHEREAS, Caseta has represented to the Board of Directors that the work reflected in Work Authorization No. 2 and the cost thereof is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves Work Authorization No. 2, attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 2 be subject to the Toll Systems Implementation and Maintenance Agreement between the CTRMA and Caseta.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-06
Date Passed 01/31/06

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2

TOLL SYSTEM COORDINATION AND PROJECT INTERFACE

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the Contract for Toll System Implementation, Contract No. _____ (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Caseta Technologies, Inc. (the Contractor).

PART I. The Contractor will perform toll system coordination and project interface services generally described in the Scope of Work attached hereto as Exhibit A. The Contractor's duties and responsibilities will include coordination and project interface efforts with the designers and constructors under contract to the Texas Department of Transportation (TxDOT) on the various toll road segments of the proposed CTRMA Turnpike System (**EXHIBIT D.1**) as detailed in the Responsibilities Matrix attached hereto as Exhibit E. Exhibits A, C, D.1, and E are attached hereto, incorporated herein and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 2 is \$225,290. This amount is based generally upon the estimated fees set forth in Schedule 1 of the Contract, as superceded by the fee schedule set forth in Exhibit B.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate on March 1, 2007 unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit C.

PART V. This Work Authorization No. 2 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

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

CASETA TECHNOLOGIES, INC.:



Signature

2/28/06

Date

J. Darryl Swank, Project Manager

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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



Signature

3-8-06

Date

Robert E. Tesch, Chairman

Typed/Printed Name and Title

LIST OF EXHIBITS

- | | |
|-------------|---------------------------------------|
| Exhibit A | Scope of Work |
| Exhibit B | Fee Schedule/Budget |
| Exhibit C | Project Schedule |
| Exhibit D.1 | CTRMA Turnpike System |
| Exhibit E | Toll Facilities Responsibility Matrix |

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEMS IMPLEMENTATION

SCOPE OF WORK

A1.0 General

A1.01. Background

The Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities in conjunction with plans for development of the Central Texas Turnpike Project (CTTP). Several of the toll road segments are in various stages of project development, design or construction by the Texas Department of Transportation (TxDOT). It is intended that these proposed segments, as identified in *EXHIBIT D.1*, will be implemented by the Central Texas Regional Mobility Authority (CTRMA) as parts of the CTRMA Turnpike System. A revised tabulation of *Detailed Lane Configurations* for the toll collection system, as currently anticipated, is included as part of this Exhibit A. The toll collection system for the various Remote Express Toll Locations on the designated segments of the CTRMA Turnpike System will be all Electronic Toll Collection (ETC). The first toll road segments of the CTTP are currently expected to open to traffic in 2007, and they are scheduled to be subject to tolls in late-2009 and early-2010.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 2 shall consist of design, coordination and project interface activities with the various projects being implemented by TxDOT to facilitate the design and construction of the toll system infrastructure facilities by others. The basic objective of this Work Authorization is to authorize the Contractor to establish relationships with a wide variety of third parties and to coordinate the designs for the proposed toll collection system with other projects to ensure that the construction of the toll system infrastructure facilities will be fully compatible and will meet the requirements for the CTRMA's proposed toll collection system.

In this role, the Contractor will work closely with CTRMA, TxDOT, and various designers and roadway contractors in developing the required toll collection system network infrastructure.

A2.0 General Description – Toll Road Segment Infrastructure and Sites (see EXHIBIT D.1 for CTRMA Turnpike System)**A2.01. US 290 W Phase of the “Y” in Oak Hill**

This Project consists of the reconstruction of approximately 2.7 miles of US290 West to a 6-lane mainline roadway with 2-lane frontage roads (4-lane mainline and 2-lane frontage roads west of SH71) from west of RM 1826 to east of Williamson Creek. A mainline toll gantry (ETC only) would be located east of, but west of the ramps to, William Cannon Drive and ramp gantries (ETC only) would be located on the entrance and exit ramps between RM 1826 and Convict Hill Road.

A2.02. US 183 / SH 71: IH 35 to the Airport**o IH-35 TO RIVERSIDE**

This Project segment on SH 71 consists of six main lanes and six frontage road lanes, approximately 2.1 miles long, from IH-35 to west of Riverside Drive. This construction begins west of Woodward Street and ends west of Riverside Drive. ETC only tolling facilities are anticipated.

o RIVERSIDE TO THORNBERRY

This Project segment on SH 71 consists of six main lanes and six frontage road lanes approximately 1.5 miles long on SH 71 from Riverside Drive to Thornberry Road and approximately 1.1 miles long on US 183 from Patton Lane to 3,000 feet south of the interchange with SH 71. The SH 71 construction begins west of Riverside Drive and ends east of Thornberry Road, and the US 183 construction begins north of Patton Lane and ends south of the interchange. The construction will include the multilevel interchange with the SH71 eastbound and westbound direct connectors to US 183 north of the proposed interchange. ETC only tolling facilities are anticipated.

o IH-35 TO SPRINGDALE

This Project segment on US183 South consists of six main lanes and six frontage road lanes approximately 2.2 miles long from IH-35 to Springdale Road. This construction begins west of Cameron Road and ends at Springdale Road. ETC only tolling facilities are anticipated.

o SPRINGDALE TO BOLM

This Project segment on US183 South consists of six main lanes and four frontage road lanes approximately 5.1 miles long from Springdale Road to Bolm Road. The construction begins at Springdale Road and ends north of Bolm Road. ETC only tolling facilities are anticipated.

○ **BOLM TO PATTON**

This project segment consists of six main lanes and four frontage road lanes approximately 2.0 miles long from Bolm Road to Patton Lane. This construction begins at Bolm Road and ends north of Patton Lane. ETC only tolling facilities are anticipated.

A2.03. SH 45 SW Loop 1 to FM 1626 (4 lanes)

[Pending Project Implementation]

A2.04. SH 71 W Phase of the “Y” in Oak Hill

This Project consists of a two-lane direct connector to be constructed for westbound US 290W traffic to westbound SH 71; and a two-lane direct connector to be constructed for the eastbound SH 71 to eastbound US 290W. These direct connectors will begin east of Williamson Creek and end east of Old Bee Cave Road. The tolling facilities associated with this segment are included with the toll collection system elements that are part of the **US 290 W Phase of the “Y” in Oak Hill Project** and the toll collection system work within the two separate segments must be coordinated by the Contractor.

A2.05. LP 360 RM 2244 to south of Walsh Tarlton

[Pending Environmental Re-evaluation]

A2.06. US 290 E: US 183 to SH 130

[Pending Environmental Process]

A2.07. LP 360: LP 1 to US 290

[Pending Environmental Re-evaluation]

A3.0 General Description - Toll Collection System Elements

A3.01. General Requirements

The Toll Collection System for the CTRMA Turnpike System, which is being designed and implemented through a series of separate work authorizations, generally will be similar in composition and functionality to those used on other toll roads in Texas, using automatic vehicle identification and classification technology, a Violation Enforcement System (VES) with an integrated camera and triggering system to capture referenced digital images of license plates, and a Maintenance Online Management System (MOMS).

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

The Customer Service Center (CSC) and the Violation Processing Center (VPC) will be co-located in a new facility which is being developed and will be administrated by the TTA Division of TxDOT. The CTRMA will contract with TTA for CSC and VPC services for its customers. Development of CTRMA toll collection systems includes extensive coordination and design of appropriate interfaces with the CSC/VPC. Appropriate communications links between the various toll facilities on the CTRMA Turnpike System and the CTRMA Administrative Offices, the Field Operations Building(s) and the CSC/VPC are part of the requirements of the design/implementation work.

A revised detailed tabulation of the elements of the Toll Collection System, indicating locations and basic components is attached as "*Detailed Lane Configurations*". The general locations, layouts, and implementation schedule for the toll facilities of the CTRMA Turnpike System, as currently proposed, are indicated on the schematic diagrams in *EXHIBIT D.1*. These diagrams are based on the latest information currently available and are intended for informational purposes only. The locations are subject to change, and it should be anticipated that refinements and adjustment to the locations and layouts indicated will be required as designs for the Toll Collection System are developed further.

A4.0 General Description - Gantries and Roadside Equipment for ETC Systems

For all toll collection system field installations on the various remote roadway segments of the Turnpike System, the Contractor will be required to provide and install the toll equipment systems and hardware for complete operating toll collection systems under separate work authorizations. The principle items of work and primary components of the Toll Collection System at each Remote Express Toll Location will include, but are not limited to:

- Lane Controllers
- Express ETC Lane components, including VES and AVI systems and hardware
- All ETC Lane Equipment hardware, brackets, and fasteners required to attach the equipment to the gantries
- Provision for Uninterruptible Power Supply
- Emergency Generators

The procurement, fabrication and installation of gantries for the toll collection system to be located on designated segments of the CTRMA Turnpike System will be by others. It is the responsibility of the Contractor, nevertheless, to establish the precise locations for

each of the gantry structures and to provide the Roadway Contractor(s) with detailed information of the installation of the toll collection system equipment at each location.

A5.0 Coordination and Project Interface

The work related to this Work Authorization No. 2 generally will include, but not be limited to:

- design input and providing detailed information including toll system component details, dimensions and layout configurations, and specific technical requirements for elements of the proposed toll collection system;
- preparation of construction/installation guidelines for various components of the proposed toll collection system;
- review of construction documents prepared by others; and
- attendance and participation at coordination meetings.

The Contractor is to initiate a process for coordination which will enable the contractors and designers on the various TxDOT projects currently active to obtain specific, detailed information regarding the proposed Toll System components in order to complete the design/construction of the appropriate toll facilities infrastructure under the various TxDOT Projects for the Toll Road segments. The Contractor will be responsible for establishing relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the Contractor will work closely with CTRMA and TxDOT in developing the required network.

All toll system infrastructure facilities at the remote Express Toll Locations on the various segments of the CTRMA Turnpike System will be provided by others as indicated in *Section A6.02 and Section A7.0* hereof. The Contractor shall fully coordinate the designs for the toll collection system with others and provide the required details and technical requirements to ensure that the construction of the toll system infrastructure facilities will be fully compatible and meet the requirements for the CTRMA's proposed toll collection system.

The Contractor is to coordinate with others and provide all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured properly to accommodate the Contractor's own particular system components as required to meet the CTRMA Toll Collection System performance and accuracy requirements.

A6.0 Work by Others**A6.01. Civil/Roadway Construction**

TxDOT, through its roadway construction contracts will provide for a minimum of 120 linear feet of continuously reinforced concrete pavement in each of the areas designated for toll collection facilities. The pavement will be reinforced with fiber reinforced polymer bars (FRPB). No transverse joints and longitudinal joints will be placed at positions equal to lane widths. Power and communication lines to support the Wide Area Network (WAN) will be provided by others and terminated in an area within 150 feet of the designated tolling location. The Contractor is responsible for the communication links between the Host, the CSC/VPC and all Remote Express Toll Location facilities via a communication trunkline.

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

- Fiber Reinforced Pavement Section
- Retaining Walls and Coping Details
- Drainage Features
- Civil Site Work, including Access Driveways
- All toll gantry procurement and installations, including foundations and gantry structures;
- HUB enclosures, including concrete foundation slab. The HUB's are to be provided with appropriate environmental protection and climate controls for housing the electronic equipment;
- Conduit and ground boxes providing connections between the HUB's and the ETC Lane equipment installations. NOTE: It is the responsibility of the Contractor to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the toll collection system as designed.
- Power and WAN communication services up to the location of the proposed HUB's.
- Concrete bases for Emergency Generators
- All signing, pavement markings, traffic barriers and other roadway appurtenances required at each remote Express Toll Location.

A7.0 Work Authorization No. 2 Toll Facilities Responsibility Matrix

The Contractor is responsible for design and coordination of the various aspects of the toll collection system as identified in the *EXHIBIT E - Toll Facilities Responsibility Matrix*, and shall work with the CTRMA, TxDOT, roadway designers and contractors, and others as described herein.

A8.0 Project Schedule

The Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization No. 2 as presented in Exhibit C.

[END OF SECTION]

**TOLL SYSTEM COORDINATION AND PROJECT INTERFACE
FEE SCHEDULE**

Payment Measurement

This section provides descriptions of the Method of Measurement and the Basis of Payment for the bid items necessary to complete the work under this Project, as described in this Work Authorization. The Contractor is required to submit price proposals using the forms provided with this Exhibit B, which are based on the method of measurement and basis of payment for each item described in this section.

Segment Payments

1. Coordination and Project Interface Services

Method of Measurement

Coordination and Project Interface Services shall be measured on an hourly unit price basis for the various Labor Categories. Each hourly unit shall include furnishing all labor, materials, and support services to perform coordination, design, and project interface services as required and as directed by the Authority in conjunction with TxDOT toll facilities design efforts, conformance with the requirements of the Technical Provisions, and as accepted by the CTRMA.

Basis of Payment

Payment will be made on a monthly basis at the hourly bid prices for the Coordination and Project Interface Services provided, upon approval of services by the CTRMA.

EXHIBIT B

				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
201	0	1	Software Engineer	\$116	00	\$0	00
202	500	1	System Engineer	\$127	00	\$63,500	00
203	880	1	Senior System Engineer	\$160	00	\$140,800	00
204	0	1	Technician	\$89	00	\$0	00
205	0	1	Hardware Engineer	\$87	00	\$0	00
206	0	1	Database Administrator	\$165	00	\$0	00
207	10	1	Documentation Clerk	\$119	00	\$1,190	00
208	0	1	Testing Engineer	\$126	00	\$0	00
209	120	1	Project Manager	\$165	00	\$19,800	00
				Total Cost		\$225,290	00

CASETA TECHNOLOGIES, INC. _____

Firm Name

 _____
Principal Name / Signature

Date: 2/28/06

C1.0 Project Schedule

The Project Schedule is based on anticipated dates of completion of the roadway construction (by others) of the 183-A Turnpike Project and the various toll road segments as indicated in *Attachment D.1* to this Work Authorization No. 2. The dates are based on current estimated information on the Toll Implementation Plan segments and are provided for information only for the purposes of preparing the Proposal. All dates are subject to change. The proposed schedule dates by which the Contractor plans to make submittals and dates for completion shall be coordinated with the construction contracts for the various toll road segments by others, and it will be subject to the review and approval by TxDOT and the CTRMA.

Anticipated completion dates are provided, however, these shall be revised per the Project Schedule submitted by the Contractor. The end date for the Project may change, and the Contractor shall revise other submittal and milestones dates as it becomes apparent that changes will improve work or progress. Target dates should be in calendar days.

US 290 W			
290W Modify Plans Based on Comments	10 days	3/3/06	3/16/06
290W Modify Plans for Final Submittal	5 days	4/14/06	4/20/06
US 183/ SH 71: IH 35 to Airport			
US 183 - IH 35 to Springdale			
Submit Final Toll Plans	10 days	11/28/05	12/9/05
Submit Final Toll Plans (CO# 2)	10 days	1/27/06	2/9/06
Submit Final Toll Plans (CO #3)	5 days	2/3/06	2/9/06
US 183 - Springdale to Bolm			
S-B 50% Toll Design	10 days	1/17/06	1/30/06
S-B 95% Toll Submittal	10 days	2/13/06	2/24/06
S-B Final Toll Design	5 days	4/28/06	5/4/06
US 183 - Bolm to Patton			
B-P 50% Toll Design	10 days	4/25/06	5/8/06
B-P 95% Toll Design	10 days	6/22/06	7/5/06
B-P Final Toll Design	5 days	8/10/06	8/16/06
SH 71 E: Riverside to US 183			
50% Toll Design	10 days	11/2/06	11/15/06
95% Toll Design	10 days	11/18/07	1/31/07
Final Toll Design	5 days	3/8/07	3/14/07
SH 71 - IH 35 to Riverside			
71 35R Submit Final Toll Plans (CO #1)	10 days	11/16/05	11/20/05
71 35R Submit Final Toll Plans (CO #2)	10 days	12/30/05	1/7/06
71 35R Submit Final Toll Plans (CO #3)	10 days	12/30/05	1/7/06
SH 45 SW - LP 1 to FM 1626			
45 SW 50% Toll Design	10 days	1/17/06	1/30/06
45 SW 95% Toll Design	10 days	7/12/06	7/25/06
45 SW Final Toll Plan Design	5 days	8/24/06	8/30/06
SH 71 W Phase of the "Y" in Oak Hill			
LP 360 RM 2244 to South of Walsh Tarlton	25 days	Pending	Pending
US 290 East: US 183 to SH130	25 days	TBD	TBD
LP 360: LP 1 to US 290	25 days	Pending	Pending

[END OF SECTION]

CTRMA TURNPIKE SYSTEM

EXHIBIT D.1

CTRMA TOLL ROAD SEGMENTS

<u>Segment No.</u>	<u>Description</u>	<u>Systems Installation³</u>	<u>Open to Traffic¹</u>	<u>Subject to Tolling²</u>
1	US 183A: San Gabriel to SH 45 North	01/2007 [Ⓞ]	03/2007 [Ⓞ]	03/2007 [Ⓞ]
2	US 290 W phase of the "Y" in Oak Hill	11/2009 [Ⓞ]	01/2010 [Ⓞ]	01/2010 [Ⓞ]
3	US 183 / SH 71: IH 35 to the Airport			
	US 183 S: IH 35 to Springdale	01/2010 [Ⓞ]	03/2006	03/2010 [Ⓞ]
	US 183 S: Springdale to Bolm	01/2010 [Ⓞ]	03/2010 [Ⓞ]	03/2010 [Ⓞ]
	US 183 S: Bolm to Patton	01/2010 [Ⓞ]	08/2009 [Ⓞ]	03/2010 [Ⓞ]
	SH 71 E: IH 35 to Riverside	01/2010 [Ⓞ]	01/2007	03/2010 [Ⓞ]
	SH 71 E: Riverside to US 183 ⁴	01/2010 [Ⓞ]	03/2010 [Ⓞ]	03/2010 [Ⓞ]
4	SH 45: SW: Loop 1 to FM 1626 (4 lanes)	08/2009 [Ⓞ]	10/2009 [Ⓞ]	10/2009 [Ⓞ]
5	SH 71 W phase of the "Y" in Oak Hill	03/2011	05/2011	05/2011
6	LP 360 RM 2244 to south of Walsh Tarlton	Pending	Pending	Pending
7	US 290 East: US 183 to SH 130	T.B.D.	T.B.D.	T.B.D.
8	LP 360: LP 1 to US 290	Pending	Pending	Pending

NOTES:

The dates presented are based on information available from TxDOT as of July 27, 2005. The Systems Integrator will be provided with a Notice to Proceed for each of the individual Toll Road Segments NO LATER THAN six (6) months prior to the actual "Subject to Tolling" date. All dates are subject to change.

- ¹ The "Open to Traffic" date is the estimated completion date for construction of the particular toll road segment, at which time the segment may be opened to traffic prior to tolling.
 - ² The "Subject to Tolling" date is the date that the Toll Road Segment will be opened to tolled traffic with the Toll Collection System installed, tested and fully operational.
 - ³ The "Systems Installation" date is based on the anticipated access to the roadway and toll systems infrastructure provided by others, which is scheduled to be a minimum of sixty (60) days prior to the "Subject to Tolling" date.
 - ⁴ The "Open to Traffic" date for SH 71 W phase of the "Y" in Oak Hill is for the Phase I construction, includes the mainlanes and interchange so that the corridor can open to tolling in 2010. The Phase II construction continues to the end of 2011.
- [Ⓞ] Date has been revised from Attachment D.

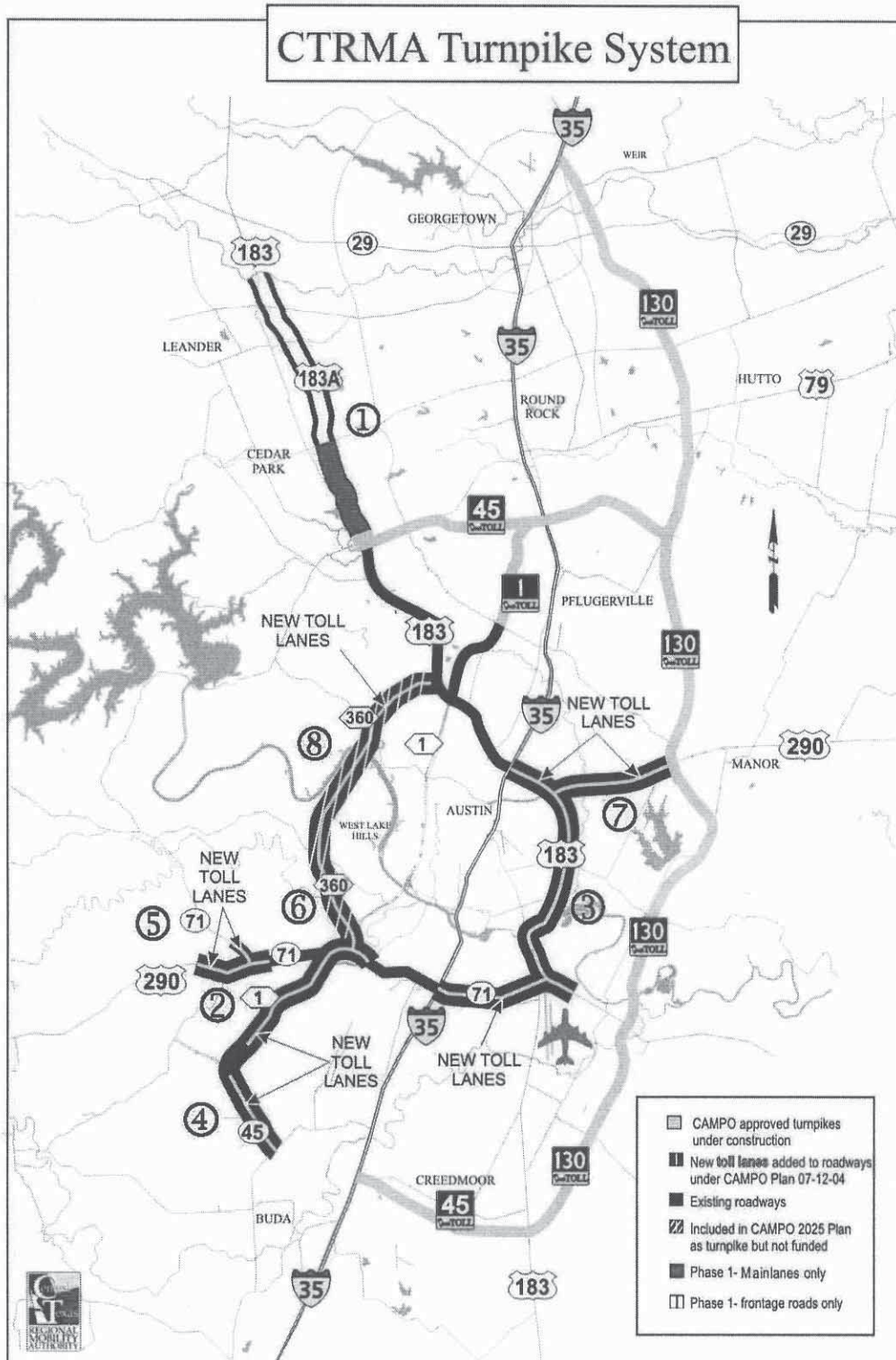
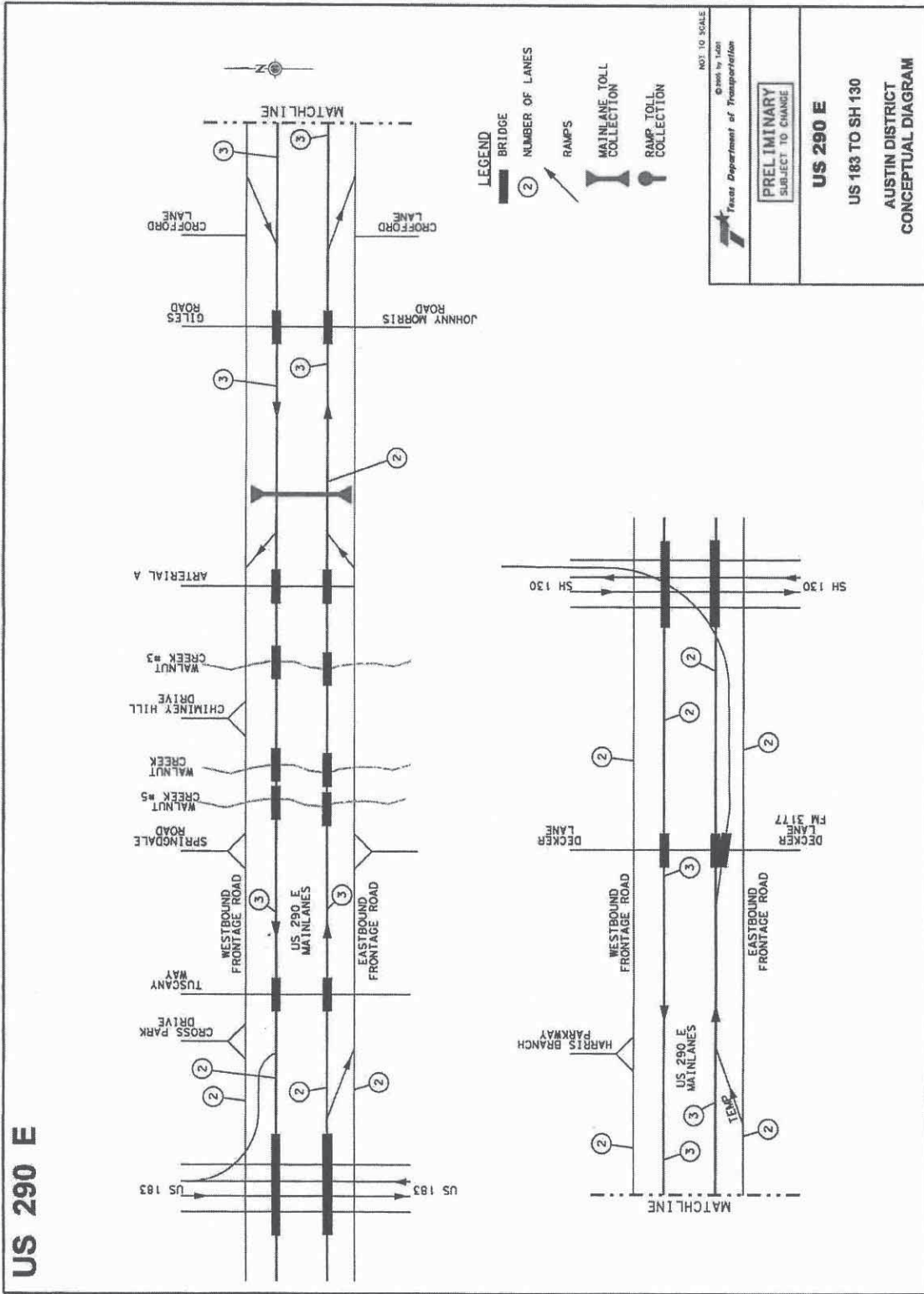
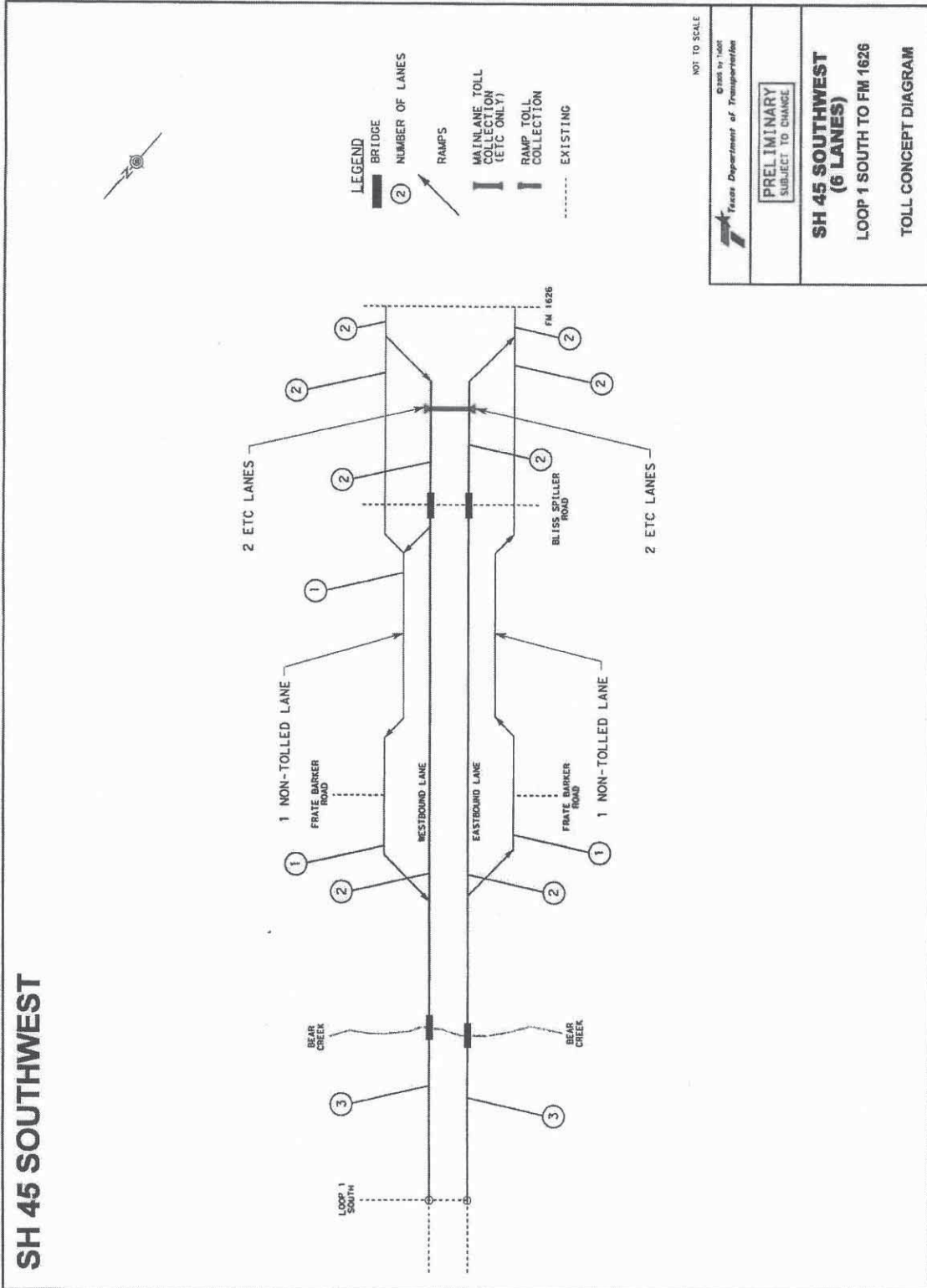


EXHIBIT D.1



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TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

Element/Task/Component/ Sub-system	Designer/Contractor (TxDOT)			System Integrator (CTRMA)			Comments Other Responsibility/Information
	1	2	3	1	2	3	
TOLL COLLECTION FACILITIES							
REMOTE EXPRESS TOLL LOCATIONS							
Mainlane, Ramp Lane Layouts	A	A	A	B	D	C	SI to provide toll system requirements for specific lane layouts. Designer to incorporate into Physical Layout Design. Drawing submittals provided by TxDOT.
Site Physical Layout	A	A	A	B	D	C	Details generally governed by established roadway designs.
Grading	A	A	A	C	D	D	Details generally governed by established roadway designs.
Drainage	A	A	A	A	D	D	SI to provide specific requirements for power and HVAC for Toll Collection System. TxDOT to incorporate into roadway design and install, including provisions for emergency generators.
Utilities	A	A	A	B	C	C	CTRMA to provide any Turnpike System-specific signing requests. Designer to incorporate approved changes into final signing layout.
Signing	A	A	A	B	C	C	SI to provide requests for Toll Collection System specific striping. TxDOT designer
Striping	A	A	A	B	D	C	

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

Element/Task/Component/ Sub-system	Designer/Contractor (TxDOT)			System Integrator (CTRMA)			Comments Other Responsibility/Information
Toll Gantries	A	A	A	B	C	C	to incorporate approved changes into Striping Plans. SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Alternate Concept Design to be provided by CTRMA. TxDOT to design gantries to accommodate requirements and provide and install gantries.
Roadside Cabinets / HUB's with Air Conditioning	A	A	A	B	C	B	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. TxDOT to design roadside cabinets/HUB's with air conditioning to accommodate SI requirements and provide and install HUB. TxDOT will provide AC units, but without warranty.
Barrier Walls/Coping/Guardrail	A	A	A	B	D	C	SI to provide requirements for specific equipment clearances for Toll Collection System. TxDOT to incorporate into Roadway Design.

**TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
PHASE II TOLL PROJECTS
SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT**

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

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

Access Control	1	2	3	Notes
Communications System and Facility Security Design	D	D	A	SI to provide communications design requirements at site specifically for Toll Collection System. TxDOT to accommodate with roadway plans.
Access Control Door Hardware, Power supplies, Magnetic Door Sensors, conduit, J-boxes and wiring	D	D	A	SI to provide all security systems equipment. SI to provide software design and specific requirements for conduit, j-boxes, power and wiring. TxDOT to provide HUB with lock.
• Toll Facility Access Driveway				
Driveway	A	A	D	SI to provide data on maintenance vehicle characteristics. Designer to accommodate with the driveway designs.
• VES Cameras				
Cameras mounts and enclosures	C	C	A	SI to provide requirements for VES camera locations and mounts, and install all above-ground conduits, J boxes, power and data wiring. SI to terminate the wiring in camera enclosure. SI shall verify data and power wiring prior to camera installation.
VES Illumination mounts and enclosures	C	C	A	SI to provide requirements for VES illumination components locations and mounts, and install conduits, J boxes, power and data wiring. SI to terminate the

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

wiring at each location. SI shall verify data and power wiring prior to installation.

Lanes	1		2		3	
	Design		Procure		Install and/or Construct	
Vehicle Detection/Classification Sensors	C	B	A	A	A	A
Conduit and Ground Boxes	A	A	B	C	C	C
Wiring	D	C	A	A	A	A
PROJECT OPERATING SUB-SYSTEM						
Design	C	N/A	A	N/A	N/A	N/A
Ducts & Conduits	A	A	B	C	C	C
Utility Junction/Pull Boxes	A	A	B	C	C	C
Communication Conductors & Fiber	C	D	A	A	A	A

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

Power Conductors & Wiring	C	D	C	A	A	A	for utility services from the terminal pole, through the HUB facility and to the lane equipment will be the responsibility of the SI. All underground and embedded conduits, pull boxes, junction boxes will be supplied and installed by contractor as described above.
PROJECT POWER DISTRIBUTION SUB-SYSTEM	C	N/A	N/A	A	N/A	N/A	Provisions for available electric service to each remote toll location will be provided up to the highway layout by the TxDOT Contractor. Actual tie-in for utility services from the terminal pole, through the HUB facility and to the lane equipment will be the responsibility of the SI..
Design	C	N/A	N/A	A	N/A	N/A	
Conduits/Ducts & Junction/Pull Boxes/Outlets	A	A	A	B	C	C	SI to provide requirements for all necessary conductors, ducts & junction/pull boxes. Designer to incorporate requirements into the roadway design for underground and embedded items only.
Emergency Generators	C	D	B	A	A	A	SI to provide emergency generators for Toll Collection System needs at each remote toll location. TxDOT Contract to construct concrete foundation slabs at each site in accordance with SI layout.

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

Uninterruptible Power Supplies	D	D	D	A	A	A	SI to provide Toll Collection System UPS power at each remote toll location.
Lightning Protection & Grounding	A	A	A	B	D	C	
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)							
Design	A	N/A	N/A	D	N/A	N/A	
Conduits/Ducts & Junction/Pull Boxes	A	A	A	B	C	C	SI to provide size, number, terminus points for Toll Collection System elements, as may be required.

COMMUNICATIONS SUB-SYSTEMS							
Design	C	N/A	N/A	A	N/A	N/A	SI to provide specific communications design requirements. TxDOT to coordinate with the ITS design, wherever applicable.
Conduits/Ducts & Junction/Pull Boxes/Outlets	A	A	A	B	C	C	SI to provide requirements for specific Communications design for Toll Collection System. TxDOT to incorporate into the design and install. Designer to incorporate requirements into the roadway designs for underground and embedded items only.
Fibers (including future)	D	D	D	A	A	A	SI to provide the number and type of fibers to support the Toll Collection System specific network. SI to pull and terminate.
Computer Rack System	D	D	D	A	A	A	

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
 PHASE II TOLL PROJECTS
 SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT

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

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

Routers	D	D	D	A	A
Hubs	D	D	D	A	A
Switches	D	D	D	A	A
Firewalls	D	D	D	A	A
Virtual Private Network (VPN)	D	D	D	A	A
Modems	D	D	D	A	A
Patch/Distribution Panels	D	D	D	A	A

TOLL COLLECTION SYSTEMS							
In-Lane Processors	D	D	D	D	A	A	SI to provide Contractor with environmental requirements and locations. Contractor to provide conduit and structure to mount equipment as previously indicated.
MOMS (Maintenance Online Management System)	D	D	D	D	A	A	SI to provide MOMS server and at least one workstation will be provided at the CTRMA Administrative Offices by the SI.
VES Computer	D	D	D	D	A	A	SI to provide Contractor with location and environmental requirements as previously indicated.

**TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
PHASE II TOLL PROJECTS
SYSTEM COORDINATION AND PROJECT INTERFACE w/TxDOT AUSTIN DISTRICT**

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

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

FCC Licenses/Regulations as applies to AVI	C	C	A	A	SI to provide required documentation to permit the CTRMA to obtain the required licenses to use and or operate AVI equipment and components. Designer to provide site-specific data regarding toll facilities infrastructure.
Express AVI lanes	D	D	A	A	SI to provide conduit, data and power wiring from the adjacent ground box installed by the Contractor at each toll gantry location and any brackets to mount equipment on the gantries.
Lane Toll Collection Enforcement (Cameras and Lights)	D	D	A	A	SI to provide conduit, data and power wiring from the adjacent ground box installed by the Contractor at each toll gantry location and any brackets to mount equipment on the gantries.

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

RESOLUTION NO. 06-07

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

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

WHEREAS, in Resolution No. 05-48, dated June 29, 2005, the Board of Directors expressed its desire to retain one or more outside entities to provide independent oversight and guidance regarding the development of the electronic toll collection system; and

WHEREAS, the Board of Directors directed its staff to issue a Request for Qualifications ("RFQ") for General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system and to solicit responses from firms interested in providing such services to the CTRMA; and

WHEREAS, the staff caused an RFQ to be issued on August 15, 2005; and

WHEREAS, based on their review of the responses to the RFQ, CTRMA staff and advisors recommended the selection of Traffic Technologies, Inc. to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system; and

WHEREAS, in Resolution No. 05-71, dated September 28, 2005, the CTRMA Board of Directors approved the retention of Traffic Technologies, Inc. to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system and authorized the Executive Director to negotiate an agreement with Traffic Technologies, Inc.; and

WHEREAS, after negotiating in good faith with Traffic Technologies, Inc. the parties were unable to reach an agreement on mutually acceptable terms and conditions for the provision of General Systems Consultant services; and

WHEREAS, due to the impasse between the parties CTRMA staff and legal counsel recommend that negotiations with Traffic Technologies, Inc. be terminated and that staff initiate negotiations with the second-ranked proposer, MSX International, Inc., for a contract to provide General Systems Consultant services.

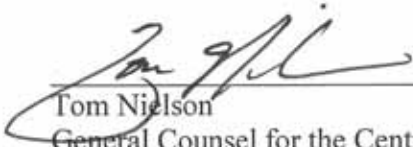
NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors directs staff to formally terminate negotiations with Traffic Technologies, Inc. and to begin negotiations with MSX International, Inc. for terms of an agreement to provide General Systems Consultant services relating to independent oversight and guidance regarding the development and operations of the electronic toll collection system; and

BE IT FURTHER RESOLVED, that upon the completion of such negotiations, the Executive Director present such agreement to the CTRMA Board for approval.

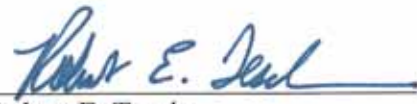
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-07
Date Passed 01/31/06

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

RESOLUTION NO. 06-08

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

WHEREAS, the CTRMA is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects; and

WHEREAS, in Resolution No. 03-13, dated February 26, 2003, the Board of Directors adopted policies and procedures to govern procurement of goods and services by the Authority (the "Procurement Policies"); and

WHEREAS, in Resolutions Nos. 03-20 and 03-29, the Board of Directors adopted certain amendments to the previously adopted Procurement Policies; and

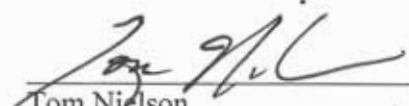
WHEREAS, the Board of Directors now desires to amend the previously adopted and amended Procurement Policies, primarily for the purpose of conforming to legislative changes resulting from the actions of the 79th Legislature including various changes to Section 370 of the Texas Transportation Code (the "RMA Act").

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves and adopts the amended Procurement Policies, attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Procurement Policies 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 31st day of January, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-08
Date Passed 01/31/06

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
Revised 11/30/05

AUSTIN: 053071.00003: 334075v1

ATTACHMENT "A"
TO
Resolution No 06-08

**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. AIn addition to any other requirements or restrictions imposed by state law, 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.

Effective 02/26/03
Revised 04/30/03
Revised 08/27/03
Revised 11/30/05

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

Authority: The Central Texas Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than ~~consulting~~professional services or ~~professional~~certain consulting 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. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services ~~do~~are not include professional services or general goods and services as defined ~~in~~by this policy.

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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 as defined by this policy.

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

Intermodal Hubhub: 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

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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. Except in connection with a comprehensive development agreement professional services may not be procured under a construction or building contract.

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, other than an airport that on September 1, 2005, was served by one or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;

(g) pedestrian or bicycle facility;

(h) intermodal ~~Hub~~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) a transit system; and

(n) 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.

Effective 02/26/03
Revised 04/30/03
Revised 08/27/03
Revised _11/30/05

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 ~~writewith~~ 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) The Authority shall post notices of contract lettings on its website (www.ctrma.org) for at least two (2) weeks before the date set for letting of a contract.
- (c) ~~(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~~ of contract letting shall also be published in the officially designated newspaper of the Authority; at least once, and no less than two (2) weeks before the date set for letting of the contract.
- (e) ~~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 Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.
- (e) 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.

- (ef) 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:

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- (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

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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~~ pre-certification 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 Request For Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ") issued by the Authority. Each

RFQ for professional services shall describe the services required by the Authority, the criteria used to evaluate proposals, and the relative weight given to the criteria.

6.4 Notice of RFQs.

- (a) Notice of the issuance of a RFQ for professional services must provide (1) the date, time, and place where responses to the RFQ will be opened, (2) the contact or location from which prospective professional service providers may request the RFQ, and (3) a general description of the type of professional services being sought by the Authority. Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of a RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate the experience, qualifications, and competence of the potential provider of professional services.

- (b) The Authority shall publish on its website (www.ctrma.org) all notices of the issuance of a RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for the responses.

- (c) The Authority may also publish notice of the issuance of a RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, and in newspapers, trade journals, or other such locations as the Authority determines will enhance competition for the provision of services.

- (d) 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.

6.5 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

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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) notice of the procurement shall be published once at least two (2) weeks

before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website (www.ctrma.org).

- (d) in addition to advertisement of the procurement as set forth in subsection ~~5.4, 7.3(c) above~~, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, 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~~ on the Authority's website (www.ctrma.org); and
- (~~e~~) 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~~ a 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 either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

8.4. ~~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, the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of a RFQ, the Authority shall follow the notices set forth in section 6 of these policies for the procurement of professional services.

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8.5. ~~Notice of RFQs.~~

8.5. Request for Proposals. Each RFP shall contain the following information:

- (a) the Authority's specifications for the service to be procured;
- (b) an estimate of the various quantities and kinds of services to be performed;
- (c) a schedule of items for which unit prices are requested;
- (d) the time within which the contract is to be performed;
- (e) any special provisions and special specifications; and
- (e) 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 a RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of a RFP, the Authority shall follow the notices set forth in section 7 of these policies for the procurement of general goods and services. 8.6. Notice of RFQs and RFPs.

- (a) Notice of the issuance of ~~an~~ RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, 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 or RFP itself in lieu of publishing a notice of issuance of an ~~RFQ.~~ a RFQ or RFP.
- (b) The Authority shall publish the notice of issuance of a RFQ or RFP on its website (ww.ctrma.org) and shall either (1) publish notice of the issuance of a RFQ or RFP, or the content of the RFQ or RFP itself, in an issue of the Texas Register; or (2) publish in the officially designated newspaper of the Authority notice of the issuance of a RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority..
- (c) The Authority may, but shall not be required to, solicit responses to a RFQ

or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the Internet. With regard to RFPs, if such solicitations are made in addition to the required publications, 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 notice of the RFP has been made available on the Authority's website. .

- ~~(d)~~ The date specified in the RFQ or RFP 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.

8.68.7. 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.

8.78.8. Contract Negotiations. The Negotiation and Execution.

- (a) With regard to consulting services procured through issuance of a RFQ, 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.

(b) With regard to consulting services procured through issuance of a RFP, 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.

8-8-8.9. 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 or RFP. 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.

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8.9-8.10. 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.

8.10-8.11. 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 and/or consultants. The staff/consultants 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 (or a notice of availability of 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~~ 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 ~~11.10~~. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the ~~Policy~~policy and shall be exempted from the procurement requirements contained in this ~~Policy~~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 ~~13.1.12.1~~, 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~~12.1 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.

SECTION 13. SOLICITATION OF EMPLOYEE APPLICANTS

13.1. Solicitation of Employee Applicants. In conjunction with efforts to solicit applicants for available employment positions with the Authority, Authority staff shall follow the solicitation and application guidelines set forth in this Section 13 in order to (1) provide notice of the employment position opening, (2) provide a method of allowing potential applicants to receive detailed information regarding particular criteria and requirements for the individual employment position, and (3) provide information related to any application deadlines or extensions of deadlines.

13.2 Solicitation of Applicants for Professional or Managerial Positions. In order to reach the largest potential pool of qualified applicants for employment positions that are either professional or managerial in nature, Authority staff shall post information regarding potential employment opportunities, detailed position descriptions, and requirements for applications for professional or managerial staff positions in the following manner:

Effective 02/26/03
Revised 04/30/03
Revised 08/27/03
Revised 11/30/05

- (a) Notice of employment position openings with the Authority shall be published on the Authority's website, and shall include: (1) employment position title; (2) a general description of position duties and responsibilities; (3) educational and prior work experience requirements; (4) the statement that the Authority is an equal opportunity employer; (5) materials required to be submitted for position applications; (6) the physical mailing address and/or e-mail address for submitting application materials; and (7) the telephone number for questions regarding the employment position description and/or application process.
- (b) Notice of employment position openings with the Authority may be published in the officially designated newspaper of the Authority, the *Texas Register*, trade journals, and other sources that the Authority determines are appropriate for contacting potentially qualified applicants. In addition, the Authority may, but shall not be required to, solicit potential applicants by direct mail, telephone, or via the Internet.
- (c) The application deadline specified in the notice of employment position opening may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

13.2. Solicitation of Administrative or Clerical Applicants. Authority staff shall post information regarding potential employment opportunities, detailed position descriptions, and requirements for application for administrative or clerical staff positions in the following manner:

- (a) Notice of employment position openings with the Authority shall be published on the Authority's website, and shall include: (1) employment position title; (2) a general description of position duties and responsibilities; (3) educational and prior work experience requirements; (4) the statement that the Authority is an equal opportunity employer; (5) materials required to be submitted for position applications; (6) the physical mailing address and/or e-mail address for submitting application materials; and (7) the telephone number for questions regarding the position description or application process. Authority staff may include any and all of the required information listed in (1)-(7) above in a standard employment application form issued by the Authority.
- (b) Notice of employment position openings with the Authority may be published in the officially designated newspaper of the Authority and in such other places that the Authority determines are appropriate for contacting potentially qualified applicants. In addition, the Authority may, but shall not

be required to, solicit potential applicants by direct mail, telephone, or via the Internet.

- (c) The application deadline specified in the notice of employment position opening may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

SECTION 14. DISPUTE RESOLUTION PROCEDURES

The Authority shall have the general ability and authority, when negotiating the terms and conditions of any contract to be entered into with any entity, to negotiate for the inclusion of dispute resolution procedures in such contract. Such dispute resolution procedures may vary from contract to contract, provided that, at a minimum, the procedures require that a meeting of principles, mediation, and/or formal alternative dispute resolution procedures be followed before any party may file suit against, or initiate an arbitration proceeding against, the Authority for an alleged breach of contract claim.

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

RESOLUTION NO. 06-09

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

WHEREAS, close scrutiny of CTRMA expenditures for goods and services, including those related to project development, is the responsibility of the Board of Directors and its designees through procedures the board may implement from time to time; and

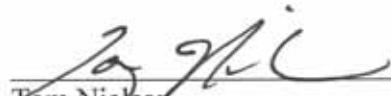
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices and approve disbursements; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements listed on the disbursements report titled "Summary of Expenditures" from November 1, 2005 to December 31, 2005, included herewith as Attachment "A:"

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Disbursements Report included as Attachment "A."

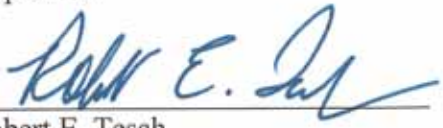
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-09
Date Passed 01/31/06

Central Texas Regional Mobility Authority
November 2005 Disbursements

Date	Check No	Vendor	Amount
11/01/2005	Wire	Dept of State Health Service	3,477.00
11/01/2005	Wire	Hill Country	11,869,418.23
11/01/2005	Wire	HNTB	727,137.88
11/03/2005	11505	Angelique S. Haseley	67.90
11/03/2005	11506	Contract Furniture Services, Inc.	19,628.00
11/03/2005	11507	E Software Professionals	2,931.25
11/03/2005	11508	Helin, Donovan, Trubee & Wilkinson, LLP	2,300.00
11/03/2005	11509	Henry Gilmore	696.69
11/03/2005	11510	Johanna Zmud	304.00
11/03/2005	11511	Kendra Heath	95.56
11/03/2005	11512	Mario A. Espinoza	1,140.46
11/03/2005	11513	Mike Heiligenstein	349.30
11/03/2005	11514	Owen Consulting	9,375.00
11/03/2005	11515	Ozarka	91.06
11/03/2005	11516	Pena Swayze & Co, LLP	2,521.25
11/03/2005	11517	Ronald A. Fagan	254.78
11/03/2005	11518	Steve Pustelnyk	293.04
11/03/2005	11519	VoiceText Interactive	264.00
11/03/2005	11504	OfficeMax	1,077.56
11/08/2005	ACH	Williamson County	34,112.04
11/09/2005	11520	Chase Business Credit Card	3,798.42
11/09/2005	11521	CNA Surety	250.00
11/09/2005	11522	Dell Marketing, L.P.	489.93
11/09/2005	11523	E Software Professionals	3,543.75
11/09/2005	11524	Four Seasons	371.00
11/09/2005	11525	TateAustin	18,289.25
11/14/2005	Wire	US Department of TIFIA Program	10,500.00
11/21/2005	ACH	Williamson County	34,110.73
11/29/2005	11526	Angelique S. Haseley	85.85
11/29/2005	11527	Carolyn A. Chalender	454.00
11/29/2005	11528	Cingular Wireless	120.86
11/29/2005	11529	Document Engine, LLC	46.00
11/29/2005	11530	E Software Professionals	1,237.13
11/29/2005	11531	Locke Liddell & Sapp LLP	55,152.27
11/29/2005	11532	Mike Heiligenstein	0.00
11/29/2005	11533	OfficeMax	1,179.86
11/29/2005	11534	Owen Consulting	12,850.00
11/29/2005	11535	Spaw Maxwell Company	2,615.00
11/29/2005	11536	TateAustin	22,078.96
11/29/2005	11537	Texas Department of Transportation	110.34
11/29/2005	11538	William Chapman	1,304.93
11/29/2005	11539	Williamson County Benefits	72.15
11/30/2005	Wire	Locke Liddell & Sapp LLP	13,858.63

*ATTACHMENT "A"
to
Resolution No 06-09*

Central Texas Regional Mobility Authority
December 2005 Disbursements

Date	Check No	Vendor	Amount
12/01/2005	11540	Capitol Courier	119.50
12/01/2005	11541	Marcon Construction Co.	95,998.53
12/01/2005	11542	OfficeMax	0.00
12/01/2005	11543	Ronald A. Fagan	62.91
12/01/2005	11544	OfficeMax	719.04
12/02/2005	Wire	Caseta Technologies, Inc.	618,220.49
12/02/2005	Wire	Hill Country Constructors	7,777,031.19
12/02/2005	Wire	HNTB Corporation	780,246.72
12/02/2005	Wire	Locke Liddell & Sapp LLP	11,773.44
12/02/2005	Wire	TxDOT Fund	11,735.14
12/05/2005	11549	Pena Swayze & Co, LLP	2,645.85
12/06/2005	ACH	Williamson County	35,641.65
12/12/2005	11550	Blue Cross Blue Shield	5,791.57
12/12/2005	11551	Steve Pustelnyk	175.43
12/12/2005	11552	Williamson County	471.66
12/16/2005	11553	Onsite AV Service Partners, Inc.	3,536.81
12/16/2005	11554	Peel Paulson Design Studio, Inc.	1,857.00
12/16/2005	11555	URS	0.00
12/20/2005	11556	301 Congress Avenue, L.P.	1,000.00
12/20/2005	11557	Mike Heiligenstein	650.00
12/21/2005	11558	Capitol Courier	263.25
12/21/2005	11559	Carolyn A. Chalender	406.68
12/21/2005	11560	CNA Surety	175.00
12/21/2005	11561	E Software Professionals	3,106.25
12/21/2005	11562	FormaDoc Inc.	192.70
12/21/2005	11563	Kendra Heath	92.15
12/21/2005	11564	Locke Liddell & Sapp LLP	60,332.33
12/21/2005	11565	OfficeMax	38.59
12/21/2005	11566	Owen Consulting	9,700.00
12/21/2005	11567	Ozarka	25.79
12/21/2005	11568	Seamless Solutions	44.00
12/21/2005	11569	TateAustin	25,263.43
12/21/2005	11570	TML Intergovernmental Risk Pool	10,501.22
12/21/2005	11571	William Chapman	545.69
12/21/2005	11572	Wausau Benefits	449.24
12/21/2005	ACH	Williamson County	34,546.85
12/22/2005	Wire	Hill Country Constructors	8,089,136.91
12/22/2005	Wire	HNTB Corporation	430,821.48
12/22/2005	Wire	Locke Liddell & Sapp LLP	44,013.13
12/22/2005	Wire	OfficeMax	971.50
12/22/2005	Wire	URS	19,837.56
12/22/2005	Wire	HNTB Corporation	5,776.01
12/22/2005	Wire	Locke Liddell & Sapp LLP	29,802.25
12/27/2005	11573	All Points Moving	2,384.25

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

RESOLUTION NO. 06-10

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

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

WHEREAS, in Resolution No. 03-45, dated September 25, 2003, the Board of Directors designated sixteen firms to be part of the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA; and

WHEREAS, CTRMA staff recommended that the CTRMA issue an RFQ to consider additional firms to be added to the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA; and

WHEREAS, in Resolution No. 05-64, dated August 31, 2005, the Board of Directors of the CTRMA authorized the Executive Director and staff to develop and issue an RFQ for additional firms interested in providing investment banking services to the CTRMA; and

WHEREAS, staff caused a RFQ to be issued on November 15, 2005; and


WHEREAS, CTRMA staff and advisors have received and evaluated the RFQ responses; and

WHEREAS, based on their review of responses to the RFQ, CTRMA staff and advisors recommend that the following firms be added to the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA: Cabrera Capital Markets, Inc., Merrill Lynch & Co., Inc., Morgan Keegan & Company, Inc., and SAMCO Capital Markets, a division of Penson Financial Services Company.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes and approves the addition of the following firms to the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA: Cabrera Capital Markets, Inc., Merrill Lynch & Co., Inc., Morgan Keegan & Company, Inc., and SAMCO Capital Markets, a division of Penson Financial Services.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-10
Date Passed 01/31/06

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

RESOLUTION NO. 06-11

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

WHEREAS, the Board of Directors of the CTRMA desires its employees to partake in the Central Texas Regional Mobility Authority Governmental Plan as set forth in the Nationwide Retirement Solutions Governmental Profit Sharing Plan and Trust, effective as of January 1, 2006 (the "Plan"), which is a profit sharing and defined contribution plan under section 401(a) of the Internal Revenue Code; and

WHEREAS, the CTRMA board has reviewed the "Adoption Agreement" for the Plan attached as "Attachment A" to this Resolution;

NOW THEREFORE, BE IT RESOLVED that the CTRMA board hereby approves participation in the Plan to provide benefits to CTRMA employees; and

BE IT FURTHER RESOLVED, that board members Robert Bennett, David Singleton and Henry Gilmore each serve as Trustee of the Plan (the "Trustees") as set forth in the Plan documents; and


BE IT FURTHER RESOLVED, that the Trustees and Robert E. Tesch, as Chairman of the Board of Directors, shall each execute the "Adoption Agreement" for the Plan attached as "Attachment A" hereto; and

BE IT FURTHER RESOLVED, that the board hereby grants the Chairman the authority to execute such other documentation and take such further acts as necessary to fully create and operate the Plan now and in the future; and

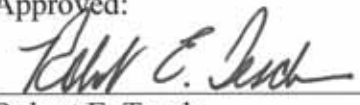
BE IT FURTHER RESOLVED, that upon execution of the "Adoption Agreement," the board directs CTRMA staff to transmit all necessary executed documents, along with a copy of this Resolution, to Nationwide Retirement Solutions, Inc. to facilitate participation in the Plan and to effectuate the Plan as of January 1, 2006.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of January, 2006.

Submitted and reviewed by:


Tom Nielson
Legal Counsel for the Central
Texas Regional Mobility Authority

Approved:


Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-11
Date Passed 01/31/06

Attachment "A"

ADOPTION AGREEMENT FOR

NATIONWIDE RETIREMENT SOLUTIONS GOVERNMENTAL PROFIT SHARING PLAN AND TRUST

The undersigned Employer adopts NRS Governmental Profit Sharing Plan and Trust for those Employees who shall qualify as Participants hereunder, to be known as the

A1 Central Texas Regional Mobility Authority Governmental Plan
(Enter Plan Name)

It shall be effective as of the date specified below. The employer hereby selects the following Plan specifications:

CAUTION: In order for the Plan to qualify under Internal Revenue Code Section 401(a), this Adoption Agreement must be properly filled out.

EMPLOYER INFORMATION

Name of Employer Central Texas Regional Mobility Authority

B2 Address 301 Congress, Suite 650
Austin Texas 78701
City State Zip

Telephone (512) 996-9784

B3 Employer Identification Number 35-2198574

B4 NAME(S) OF TRUSTEE(S)

a. _____

b. _____

c. _____

B5 TRUSTEES' ADDRESS

a. Use Employer Address

b. _____
Street

City State Zip

B6 LOCATION OF EMPLOYER'S PRINCIPAL OFFICE

a. State of Texas

b. Commonwealth of

_____ and this Plan and Trust shall be governed under the laws of the same.

B7 EMPLOYER FISCAL YEAR means the 12 consecutive month period:

Commencing on a. July 1 and
month day

ending on b. June 30
month day

PLAN INFORMATION

C1 EFFECTIVE DATE

This Adoption Agreement of NRS Governmental Money Purchase Plan and Trust shall:

- a. establish a new Plan effective as of January 1, 2006 (hereinafter called the "Effective Date").
- b. constitute an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which was effective _____ (hereinafter called the "Effective Date"). Except as specifically provided in the Plan, the effective date of this amendment and restatement is _____.

C2 PLAN YEAR means the 12 consecutive month period:

Commencing on a. January 1
and ending on b. December 31

IS THERE A SHORT PLAN YEAR?

- c. No
- d. Yes, beginning _____
and ending _____.

C3 ANNIVERSARY DATE of Plan (Annual Valuation Date)

a. December 31
month day

C4 PLAN NUMBER assigned by the Employer (select one)

- a. 001 b. 002 c. 003 d. Other _____

5 NAME OF PLAN ADMINISTRATOR (Document provides for the Employer to appoint an Administrator. If none is named, the Employer will become the Administrator.)

a. Employer (Use Employer Address and Telephone)

b. Name _____

Address Use Employer Address

_____ Street

_____ City State Zip

Telephone _____

Administrator's I. D. Number _____

6 PLAN'S AGENT FOR SERVICE OF LEGAL PROCESS

a. Employer (Use Employer Address)

b. Name _____

Address _____

_____ City State Zip

ELIGIBILITY, VESTING AND RETIREMENT AGE

D1 ELIGIBLE EMPLOYEES (Plan Section 1.11) shall mean:

- a. all Employees who have satisfied the eligibility requirements
- b. all Employees who have satisfied the eligibility requirements in the classes checked below:
 1. Elected Officials
 2. Managers
 3. All others
- c. all Employees who have satisfied the eligibility requirements except those checked below:
 1. Employees hourly paid.
 2. Employees paid by salary.
 3. Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are officers or executives of the Employer.
 4. Employees who are non-resident aliens who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).
 5. Other

NOTE: For purposes of this section, the term Employee shall include all Employees of this Employer and any leased employees deemed to be Employees under Code Section 414(n) or 414(o).

D2 HOURS OF SERVICE (Plan Section 1.21) will be determined on the basis of the method selected below. Only one method may be selected. The method selected will be applied to all Employees covered under the Plan.

- a. On the basis of actual hours for which an Employee is paid or entitled to payment.
- b. On the basis of days worked. An Employee would be credited with ten (10) hours of service if, under the Plan, such employee would be credited with at least one (1) Hour of Service during the day.
- c. On the basis of weeks worked. An Employee will be credited forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.
- d. On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.
- e. On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

D3 YEARS OF SERVICE (Plan Section 1.52)

- a. For Eligibility: (select one):
 - Hours Method. A Year of Service shall be credited for a computation period in which an Employee completes at least N/A Hours of Service.
 - Elapsed Time Method.
- b. For Vesting: (select one):
 - Hours Method. A Year of Service shall be credited for a computation period in which an Employee completes at least N/A Hours of Service.
 - Elapsed Time Method.

D4 CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
(Check either a **OR** b and c, and if applicable, d)

Any Eligible Employee will be eligible to participate in the Plan if such Eligible Employee has satisfied the service and age requirements, if any, specified below:

a. NO AGE OR SERVICE REQUIRED

b. SERVICE REQUIREMENT

1. None
2. _____ Months of Service
3. 1 Year of Service
4. 2 Years of Service
5. Other _____

NOTE: If the service requirement selected is or includes a fractional year, an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in Months of Service, an Employee will not be required to complete any specified number of Hours of Service in a particular month.

c. AGE REQUIREMENT

1. N/A - No Age Requirement
2. 20 ½
3. 21
4. Other _____

d. FOR NEW PLANS ONLY - Regardless of any of the above age or service requirements, any Eligible Employee who was employed on the Effective Date of the Plan shall be eligible to participate hereunder and shall enter the Plan as of such date.

D5 EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.2)

An Eligible Employee shall become a Participant as of:

- a. the first day he or she met all eligibility requirements.
- b. the earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he or she met the requirements.
- c. the first day of the Plan Year coinciding with or next following the date on which he or she met the requirements.
- d. the first day of the month coinciding with or next following the date on which he or she met the requirements.
- e. Other: _____, provided that an Employee who has satisfied the maximum age and service requirements that are permissible in Section D4 above and who is otherwise entitled to participate, shall commence participation no later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

D6 VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))

The vesting schedule, based on number of Years of Service, shall be as follows:

a. 100% upon entering Plan.

b. 0-2 years 0%
 3 years 100%

c. 0-4 years 0%
 5 years 100%

d. 0-1 year 0%
 2 years 20%
 3 years 40%
 4 years 60%
 5 years 80%
 6 years 100%

e. Less than 1 0%
 year 25%
 1 year 50%
 2 years 75%
 3 years 100%
 4 years

f. Less than 1 year 0%
 1 year 20%
 2 years 40%
 3 years 60%
 4 years 80%
 5 years 100%

g. 0-2 years 0%
 3 years 20%
 4 years 40%
 5 years 60%
 6 years 80%
 7 years 100%

h. Other -

Years of Service

Percentage

D7 FOR AMENDED PLANS (Plan Section 6.4(d)) If the vesting schedule has been amended to a less favorable schedule, enter the pre-amended schedule below:

a. Vesting schedule has not been amended or amended schedule is more favorable in all years.

b. Years of Service Percentage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

D8 VESTING (Plan Section 6.4(f)) In determining Years of Service for vesting purposes, Years of Service attributable to the following shall be EXCLUDED.

- a. Service prior to the Effective Date of the Plan or a predecessor plan.
- b. Service prior to the time an Employee attained age 18.
- c. N/A – No Years of Service shall be excluded.

D9 PLAN SHALL RECOGNIZE SERVICE WITH PREDECESSOR EMPLOYER

- a. No.
- b. Yes: Years of Service with _____ shall be recognized for all purposes of this Plan.

NOTE: If the predecessor Employer maintained this qualified Plan, then Years of Service with such predecessor Employer shall be recognized pursuant to Section 1.51 and b. must be marked.

D10 NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.29) means:

- a. the date a Participant attains his or her 65th birthday. (not to exceed 65th)
- b. the later of the date a Participant attains his or her birthday (not to exceed 65th) or the (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

D11 NORMAL RETIREMENT DATE (Plan Section 1.30) shall commence:

- a. as of the Participant's "NRA."

OR (must select b. or c. AND 1. or 2.)

- b. as of the first day of the month . . .
- c. as of the Anniversary Date . . .
 - 1. coinciding with or next following the Participant's "NRA"
 - 2. nearest the Participant's "NRA."

D12 EARLY RETIREMENT DATE (Plan Section 1.9) means the:

- a. No Early Retirement provision provided.
- b. date on which a Participant . . .
- c. first day of the month coinciding with or next following the date on which a Participant . .
- d. Anniversary Date coinciding with or next following the date on which a Participant . . .

AND, if b, c, or d was selected . . .

attains his or her ____ birthday and has
completed at least ____ Years of Service.

- e. A Participant who attains his or her Early Retirement Date shall:
 - 1. be 100 % vested upon attainment of his or her Early Retirement Date.
 - 2. be subject to the vesting schedule set forth in Section D6 of the Adoption Agreement.

CONTRIBUTIONS, ALLOCATIONS, AND DISTRIBUTIONS

E1. a. COMPENSATION (Plan Section 1.7) with respect to any Participant means:

1. Wages, tips, and other compensation on Form W-2.
2. Section 3401(a) wages (wages for withholding purposes).
3. 415 safe-harbor compensation.

b. COMPENSATION shall be

1. actually paid (must be selected if Plan is integrated)
2. accrued

c. HOWEVER, for non-integrated plans, Compensation shall exclude (select all that apply):

1. N/A. No exclusions
2. overtime
3. bonuses
4. other _____

d. FOR PURPOSES OF THIS SECTION E1, Compensation shall be based on:

1. the Plan Year.
2. the Fiscal Year coinciding with or ending within the Plan Year.
3. the Calendar Year coinciding with or ending within the Plan Year.

NOTE: The Limitation Year shall be the same as the year on which Compensation is based.

e. HOWEVER, for an Employee's first year of Participation, Compensation shall be recognized as of:

1. the first day of the Plan Year.
2. the date the Participant entered the Plan.

f. IN ADDITION, COMPENSATION 1. Shall 2. Shall not include compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), 414(h) or 457(b).

E2 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION (Plan Section 4.1)

- a. Discretionary, to be determined by the Employer.
- b. \$ _____.

E3 CONTRIBUTION ALLOCATIONS (Plan Section 4.3)

a. FOR A NON-INTEGRATED PLAN

Executive Director _____

Manager _____

All Others _____

b. FOR AN INTEGRATED PLAN

- c. The Taxable Wage Base.
- d. The greater of \$10,000 or 20% of the Taxable Wage Base.
- e. _____% of the Taxable Wage Base (see Note below).
- f. \$ _____. (see note below).
- g. \$ _____, and increasing by _____% of the actual dollar increase in the Taxable Wage Base for each subsequent year.

NOTE: The integration percentage of 5.7% shall be reduced to:

- 1. 4.3% if e. or f. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
- 2. 5.4% if e. or f. above is less than 100% and more than 80% of the Taxable Wage Base.

FOR A 457 PLAN CONTRIBUTION CONTINGENCY

a. A Participant in this Plan is required to make a contribution to the Employer's deferred compensation plan (457 Plan) in the amount of \$ _____ or _____% per pay period to receive an Employer matching contribution in this Plan. The Employer's matching contribution shall be:

- 1. An amount equal to \$ _____ per pay period for each Employee eligible to receive an employer matching contribution.
- 2. An amount equal to _____% of the amount that each Employee defers under the Employer's 457 Plan subject to a maximum of _____ per _____.
(e.g. pay period)
- 3. Other Discretionary Match _____

_____ or such other amount as the Employer shall authorize by resolution.

E4 FORFEITURES (Plan Section 4.3(e))

- a. Forfeitures of contributions other than matching contributions shall be . . .
1. N/A No Employer's contribution other than matching or Employer contribution (other than matching) is fully vested.
 2. Allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the year bears to the Compensation of all Participants for such year.
 3. Allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the year bears to the Compensation of all Participants for such year. NOTE: Employer forfeitures (other than matching forfeitures) shall only be allocated to all Participants who have a subaccount on the last day of the Plan Year in which such amounts were forfeited and allocated to such Participant's subaccount.
 4. Used to reduce Employer's contribution (other than matching).
 5. Applied to offset administrative expenses of the Plan. If forfeitures exceed the administrative expenses, 2 will apply to such excess.

E5 ALLOCATIONS TO ACTIVE PARTICIPANTS (Plan Section 4.3)

A Participant :

- a. shall
b. shall not

be required to complete a Year of Service in order to share in any Contributions or Forfeitures (if reallocated).

NOTE: A Year of Service for allocation purposes will be credited for a computation period in which an Employee completes at least 1 (insert 1,000 or fewer) Hours of Service.

E6

ALLOCATIONS TO TERMINATED PARTICIPANTS (Plan Section 4.3(f))

Any Participant who terminated employment during the Plan Year for reasons other than death, Total and Permanent Disability or retirement:

- a. shall share in the allocations of Contributions and Forfeitures provided such Participant completed more than 1 Hours of Service.
- b. shall not share in the allocations of Contributions and Forfeitures regardless of Hours of Service.

Note: All forfeitures shall be allocated in accordance with Section E3.

E7

ALLOCATIONS TO TERMINATED PARTICIPANTS (Plan Section 4.3(G))

Any Participant who terminated employment during the Plan Year as a result of death, Total and Permanent Disability or retirement:

- a. shall share in the allocations as provided in Section 4.3 of the basic plan document regardless of whether they complete the service requirement specified in E6 above.
- b. shall not receive an allocation unless the Participant completes the service requirement specified in E6 above.

E8 LIMITATIONS ON ALLOCATIONS (Plan Section 4.4)

a. If any Participant is or was covered under another qualified defined contribution plan maintained by the Employer, or if the Employer maintains a welfare benefit fund, as defined in Code Section 415 (1)(2), under which amounts are treated as Annual Additions with respect to any Participant in this Plan:

1. N/A.
2. The provisions of Section 4.3(b) of the Plan will apply as if the other plan were a Master or Prototype Plan.
3. Provide the method under which the Plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.

b. If any participant is or ever has been a Participant in a defined benefit plan maintained by the Employer:

1. N/A.
2. In any Limitation Year, beginning before January 1, 2000, the Annual Additions credited to the Participant under this Plan may not cause the sum of the Defined Benefit Plan Fraction and the Defined Contribution Fraction to exceed 1.0. If the Employer's contribution that would otherwise be made on the Participant's behalf during the limitation year would cause the 1.0 limitation to be exceeded, the rate of contribution under this Plan will be reduced so that the sum of the fractions equals 1.0. If the 1.0 limitation is exceeded because of an Excess Amount, such Excess Amount will be reduced in accordance with Section 4.4(a)(4) of the Plan.
3. Provide the method under which the Plans involved will satisfy the 1.0 limitation in a manner that precludes Employer discretion.

E9 DISTRIBUTIONS UPON DEATH (Plan Section 6.6(h))
Distributions upon the death of a Participant prior to receiving any benefits shall . . .

- a. be made pursuant to the election of the Participant or Beneficiary.
- b. begin within 1 year of death for a designated beneficiary and be payable over the life (or over a period not exceeding the life expectancy) of such beneficiary, except that if the beneficiary is the Participant's spouse, begin within the time the Participant would have attained age 70 2.
- c. be made within 5 years of death for all beneficiaries.
- d. other _____

E10 LIFE EXPECTANCIES (Plan Section 6.14) for minimum distributions required pursuant to Code Section 401(a)(9) shall . . .

- a. be recalculated at the Participant's election.
- b. be recalculated.
- c. not be recalculated.

E11 CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION

Distributions upon termination of employment pursuant to Section 6.4(a) of the Plan shall not be made unless the following conditions have been satisfied:

- a. N/A. Immediate distributions may be made at Participant's election.
- b. The Participant has incurred _____ 1-Year Break(s) in Service.
- c. The Participant has reached his or her Early or Normal Retirement Age.
- d. Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.
- e. Other _____

E12 FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
Distributions under the Plan may be made . . .

- a. 1. in lump sums
2. in lump sums or installments
- b. **AND**, pursuant to Plan Section 6.13,
 - 1. no annuities are allowed
 - 2. annuities are allowed (Plan Section 6.13 shall not apply).

AND, regardless of any provisions in the Plan to the contrary, will Participant consent to distributions other than those required by Code Section 401(a)(9) be required except that an involuntary distribution

of vested accrued benefits of \$1,000 or less (including any rollover contributions and earnings thereon) may be made from the Plan without the Participant's consent?

- c. Yes
- d. No

E13 The provisions of Section 6.12, concerning domestic relations orders, shall shall not apply.

E14 The Joint and Survivor Annuity provisions of Plan Section 6.5 and the Pre-Retirement Survivor Annuity provisions of Section 6.6 shall shall not apply.

MISCELLANEOUS

F1 Loans to Participants (Plan Section 7.4)

- a. Yes, loans may be made up to the lesser of \$50,000, reduced as provided in Section 7.4 of the Plan, or 1/2 of the Participant's vested interest.
- b. No, loans may not be made.

IF YES, (check all that apply)

- c. loans shall be treated as a Directed Investment.
- d. loans shall be made for hardship or financial necessity.
- e. the minimum loan shall be \$1,000.
- f. loan payments will will not be suspended under this Plan as permitted under Code Section 414(u).

F2 DIRECTED INVESTMENT ACCOUNTS (Plan Section 4.8) are permitted for the interest in any one or more accounts.

- a. Yes
- b. No

F3 TRANSFERS FROM QUALIFIED PLANS (Plan Section 4.6)

- a. Yes, transfers from qualified plan (and rollovers) will be allowed.
- b. No, transfers from qualified plans (and rollovers) will not be allowed.

AND, transfers shall be permitted . . .

- c. from any Employee, even if not a Participant.
- d. from Participants only.

F4 EMPLOYEES' VOLUNTARY CONTRIBUTIONS (Plan Section 4.7)

- a. Yes, Voluntary Contributions are allowed subject to the limits of Section 4.7.
- b. No, Voluntary Contributions will not be allowed.

F5 HARDSHIP DISTRIBUTIONS (Plan Section 6.11 and 11.4)

- a. Yes, from any accounts which are 100% vested.
- b. Yes, but limited to the Participant's Account only.
- c. Yes, but limited to the Participant's Combined Account only.
- d. No.

F6 PRE-RETIREMENT DISTRIBUTION (Plan Section 6.10)

- a. If a Participant has reached the age of ____, distributions may be made, at the Participant's election, from any accounts which are 100% vested without requiring the Participant to terminate employment.
- b. No pre-retirement distribution may be made.

F7 LIFE INSURANCE (Plan Section 7.2 (d)) may be purchased with Plan contributions.

- a. No life insurance may be purchased.
- b. Yes, at the option of the Administrator.
- c. Yes, at the option of the Participant.

AND, the purchase of initial or additional life insurance shall be subject to the following limitations, in addition to the Plan limitations:

(Select all that apply)

- d. N/A, no limitations.
- e. each initial Contract shall have a minimum face amount of \$_____.
- f. each additional Contract shall have a minimum face amount of \$_____.
- g. the Participant has completed _____ Years of Service.
- h. the Participant has completed _____ Years of Service while a Participant in the Plan.
- i. the Participant is under age _____ on the Contract issue date.
- j. the maximum amount of all Contracts on behalf of a Participant shall not exceed \$_____.
- k. the maximum face amount of life insurance shall be \$_____.
- l. A Participant shall be 100% vested in life insurance upon purchase.
- m. The date in any Plan Year on which life insurance shall be purchased shall be _____.

PLEASE CAREFULLY READ

This Adoption Agreement may be used only in conjunction with the Nationwide Retirement Solutions, Inc. Model Governmental Defined Contribution Plan and Trust Document. This Adoption Agreement and the basic Plan document shall together be known as the Nationwide Retirement Solutions Governmental Profit Sharing Plan and Trust.

The adoption of this Plan, the qualification of the Plan and Trust under Code Sections 401(a) and 501(a), respectively, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to the appropriate office of the Internal Revenue Service.

This Adoption Agreement and the accompanying Plan document may not be used unless an authorized representative of Nationwide Retirement Solutions has acknowledged the use of the Plan. Such acknowledgment is for ministerial purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of Nationwide Retirement Solutions or constitutes a qualified defined contribution plan.

Nationwide Retirement Solutions, Inc.

By: _____

With regard to any questions regarding the provisions of this Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative.

Name: _____

Address: _____

Telephone: () _____

IN WITNESS WHEREOF, the Employer and Trustee hereby cause this Plan to be executed on this ___ day of _____, 20__.

EMPLOYER:

By: _____

TRUSTEE

TRUSTEE

TRUSTEE

PARTICIPATING EMPLOYER:

(enter name)

By: _____