

AGENDA

GENERAL MEETING OF THE BOARD OF DIRECTORS OF THE ALAMO REGIONAL MOBILITY AUTHORITY

**TransGuide
3500 N.W. Loop 410
1st Floor Meeting Room
San Antonio, Texas**

**Wednesday, August 8, 2007
12:00 PM**

- 1) Call meeting to order.
- 2) Approval of the Minutes of the Alamo RMA July 11, 2007 Board of Directors Meeting.
- 3) Discussion and appropriate action regarding a resolution approving Local Area Management procedures for construction contracts.
- 4) Discussion and appropriate action regarding a resolution approving a Memorandum Of Understanding with the Texas Department of Transportation adopting the federally approved Disadvantaged Business Enterprise (DBE) program.
- 5) Report on status of request for financial assistance through a reallocation of funds for development of the US 281/Loop 1604 toll project and appropriate action on form of financial assistance agreement.
- 6) Discussion and appropriate action on the financial statements for the periods ending July 31, 2007. (Carrie Conner)
- 7)Citizens' Communications (citizens must sign the register to speak)
- 8)Presentation/briefing - Executive Director Report. (Terry Brechtel)
- 9)Executive Session - Pursuant to Chapter 551, Subchapter D, Texas Government Code:
 - A. Subsection 551.071(1). Consultation with Attorney – Consultation with, and advice from legal counsel concerning pending/contemplated litigation, settlement offers and negotiations, and other legal issues.
 - B. Section 551.074. Personnel Matters – Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of Executive Director and other personnel.

- C. Section 551.072. Deliberation Regarding Real Property - Discussion of real property purchase, exchange, lease, gift, donation, and/or negotiated settlement, including property to be acquired for right-of-way.

Adjournment

NOTES

Agenda item numbers are assigned for ease of reference only, and do not necessarily reflect the order of their consideration by the Alamo RMA Board of Directors.

ALAMO REGIONAL MOBILITY AUTHORITY ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to TransGuide is accessible through the main entrance at 3500 N.W. Loop 410. Parking spaces reserved for the disabled are located at the main entrance. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact Joelle Sierra at (210) 495-5256 at least two working days prior to the meeting so that appropriate arrangements can be made.

Presenters with audiovisual needs are requested to contact Joelle Sierra at (210) 495-5256, at least two working days prior to the meeting. Public comment on agenda items – interested persons may speak on any of the agenda items provided they have signed the register available at the entrance of the meeting prior to consideration of that item by the board. The Chairman may limit the amount of time allowed for each speaker. Public comment that does not relate to a specific agenda item must be made during the Citizens' Communications period provided that speakers have signed the register available at the entrance of the meeting prior to speaking.

Posted: August 3, 2007 at 1:00 p.m.

Alamo Regional Mobility Authority

Meeting July 11, 2007, noon, in the Transguide, 1st Floor Conference Room, at 3500 N.W. Loop 410.

Minutes

1. **Call meeting to order.** Chairman Thornton called the meeting to order at 12:15 pm. All Board members present with the exception of R. Diaz, and J. Jenkins.
2. **Approval of the Minutes of the Alamo RMA April 30, 2007 Board of Directors meeting.** *R. Thompson made the motion to approve the minutes as presented. H. Muñoz seconded. Motion carried.*
3. **Discussion and appropriate action regarding a resolution authorizing adoption of the FY 2007-08 Annual Operating and Capital Budget.** C. Conner presented the proposed operating budget for FY08 and explained expenditures for key categories. She detailed the proposed budget for professional services, staff compensation, and other expenses totaling \$7.8 million. R. Thompson had questions and concerns regarding the proposed timeline for completion of the Bandera Road Environmental Impact Statement. *H. Muñoz made the motion to approve the adoption of the proposed FY 2007-2008 Annual Operating and Capital Budget as presented. J. Reed seconded. Motion carried.*
4. **Discussion and appropriate action regarding a resolution authorizing maintaining the current Texas County & District Retirement System (TCDRS) plan provisions with no change for members in plan year 2008.** C. Conner stated that there were no changes proposed to the plan for 2008; however the employer matching portion went down from 12.2% to 10.8%. This will run for the 2008 calendar year. *R. Thompson made the motion for approval. J. Reed seconded. Motion carried.*
5. **Discussion and appropriate action regarding a resolution revising the Alamo RMA policies and procedures governing procurements of goods and services.** *This item was pulled from the Agenda.*
6. **Discussion and appropriate action regarding a resolution rescinding resolution 07-08 requesting \$13M for financial assistance for development of Alamo RMA toll projects.** Resolution 07-08 requesting additional financial assistance from TxDOT was rescinded. *J. Reed made the motion for approval. R. Thompson seconded. Motion carried.*
7. **Discussion and appropriate action regarding a resolution reallocating existing funds available for development of Alamo RMA toll projects through financial assistance agreement #1 & 2 for development of the US 281/Loop 1604 toll project.** T. Brechtel went over a letter that she prepared for TxDOT which recapped the status of the RMA's projects, the monies that the RMA has available, and the reallocation of the \$3.9 million that is available which would provide cash-flow through January 2008 and possibly into early February. *H. Muñoz made the motion for approval. J. Reed seconded. Motion carried.*

Citizen, Jack M. Finger, expressed his displeasure with the RMA.

8. **Discussion and appropriate action on the financial statements for the period ending June 30, 2007.** C. Conner, Comptroller, presented the financial statements for period ending June 30, 2007. She reviewed the balance sheet, described the assets, liabilities, and fund equity; the statement of revenue, expenses, and changes in fund deficit, explained the monies allocated for each column, and the statement of cash flow. *H. Muñoz made the motion to approve the financial statements as presented. J. Reed seconded. Motion carried.*

9. **Presentation/briefing - Executive Director Report.** T. Brechtel went over the Board calendar for the period of July through September. She then called on L. Alloway, Community Relations Director for the Alamo RMA, to go over Media coverage for the RMA from the period of January 2006, to July 8, 2007. He stated that there has been approximately 213.25 total airtime hours, and that there have been a total of 378 stories aired. These totals do not include the daytime radio shows.

10. **Executive Session.**

* * * *

The Board did not meet in Executive Session.

* * * *

There being no further business to come before the board, Chairman Thornton adjourned the meeting at 1:35 p.m.

APPROVED:

BILL THORNTON, CHAIRMAN

DATE ADOPTED: _____

I hereby certify that the above foregoing pages constitute the full, true, and correct minutes of all the proceedings and official records of the Alamo Regional Mobility Authority at its meeting on July 11, 2007.

ATTEST: _____
REYNALDO DIAZ
SECRETARY/TREASURER

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 07-15

WHEREAS, the Alamo Regional Mobility Authority (“Alamo RMA”) was created pursuant to the request of Bexar County 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 Alamo RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the Alamo RMA 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, prudent management and fiscal oversight are overriding objectives of the Alamo RMA Board of Directors; and

WHEREAS, in furtherance of those objectives and in the interest of economic and project efficiency, the Board of Directors desires to adopt the Local Agency Management Procedures, attached hereto as Attachment “A”, which are consistent with those adopted by Bexar County, for purposes of conducting procurements related to construction of certain roadway projects.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Alamo RMA hereby adopts the Local Agency Management Procedures, attached hereto as Attachment “A”, for purposes of conducting procurements related to construction of certain roadway projects; and

BE IT FURTHER RESOLVED, that the Local Agency Management Procedures may be amended from time to time by the Board of Directors.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 8th day of August, 2007.

Submitted and reviewed by:

Approved:

Terry M. Brechtel
Executive Director for the
Alamo Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 07-15
Date Passed 08/08/07

Local Agency Management Procedures

Alamo Regional Mobility Authority

Bexar County, Texas

August, 2007

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9. Special Provision 000—807 On the Job Training(OJT) Program

Chapter 1 Pre-Letting Procedures

Alamo RMA shall use TxDOT Standard Specifications 2004 (or latest revision) and all required Special Provisions in preparing PS&E packages.

1. Overview of Pre-Letting Procedures

- 1.1. This phase consists of the period from the Alamo RMA's letter submittal to the Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA) to the preparation of bid packages for TxDOT approval.

2. Early Coordination

- 2.1. The Alamo RMA will meet with TxDOT to discuss the proposed project, project scope, funding issues, and project timelines.

3. Project Agreement

- 3.1. The Alamo RMA will submit a letter to TxDOT District Engineer requesting project approval. The letter will include the following items:
 - A project description that provides the status in the Statewide Transportation Improvement Program (STIP), all funding sources, and delegation of responsibilities for the projects funding;
 - Activities proposed for local administration as well as the estimated cost;
 - Design standards and design criteria, all applicable code requirements and specifications under which the project is to be developed;
 - Proposed start and completion dates for the project;
 - The Alamo RMA's intent and fiscal capacity to fund project activity cost prior to reimbursement; and,
 - Name of the Project Engineer in charge of coordination for the project.
- 3.2. After approving the project, the District Engineer will forward the request to TxDOT administration for approval. An agreement will be drafted following their approval. The agreement will stipulate that the Alamo RMA is responsible for compliance with all applicable state and federal requirements and will describe the responsibilities of each party. This agreement will include:
 - Funding participation;
 - Adherence to all laws, rules, and codes governing preliminary studies including but not limited to design standard, criteria, and applicable codes;
 - Performance of periodic project audits in compliance with applicable federal and state requirements;
 - Reimbursement to TxDOT for all cost or losses of funds resulting from a failure to perform

4. Designation of Project Manager

- 4.1. An Alamo RMA Project Engineer will be assigned to each project who will serve as the contact person for TxDOT and the Federal Highway Administration (FHWA). The Project Engineer will have the Alamo RMA's authority to make final decisions on technical matters (e.g. design criteria, materials, specifications, etc.).

5. Selection of Consultants

- 5.1. A copy of the selected consultant's award will be supplied to TxDOT after a consultant is retained.
- 5.2. The Alamo RMA will comply with the established Federal guidelines to receive reimbursement for the consultant's fees.

6. Schematic

- 6.1. The Alamo RMA will submit a project schematic to TxDOT for approval. The schematic will include a listing of design standards to be utilized during construction from the TxDOT Design Manual. Any variations to the approved standards will require the Alamo RMA to submit a request to TxDOT for a Design Exception/Waiver. Once approved, the schematic and associated submittals will be incorporated into the NEPA process.

7. National Environmental Policy Act (NEPA) Process

- 7.1. The Alamo RMA will evaluate the proposed project and determine the appropriate category of environmental investigation and documentation required. The Alamo RMA will notify TxDOT of its determination and TxDOT will verify that the appropriate category has been chosen. The Alamo RMA and/or its agents will prepare the necessary environmental documentation and submit it to TxDOT for review. The Alamo RMA will be responsible for all public involvement. The document shall be prepared by personnel qualified in NEPA studies. TxDOT will distribute the documents to the appropriate agencies and refer any comments to the Alamo RMA for resolution. TxDOT will provide written approval along with any conditions to the Alamo RMA. The Alamo RMA will incorporate NEPA requirements into the plans. The Alamo RMA shall be responsible to obtain all the necessary permits including all necessary mitigations as well as WPAP and/or Contributing Zone Plan requirements, US Army Corps of Engineer Permits, and all necessary mitigation requirements. TxDOT and/or FHWA will provide written approval along with any conditions to the Alamo RMA.

8. Right-of-Way (ROW)

- 8.1. For projects requiring ROW acquisition reimbursement, the Alamo RMA will comply with established Federal Guidelines. Right-of-Way acquisition shall not start until the project is environmentally clear. The Alamo RMA will prepare ROW, Utility Relocation Assistance, and Encroachment certifications. The Project Engineer will sign the certificates that will be submitted with the bid package for final review. If ROW or utility relocations are not completed prior to advertising, the uncleared parcels and utilities should be identified and their anticipated clear dates must be noted in the bid proposal.

9. Detailed Design

- 9.1. The Alamo RMA will prepare any plan sheets necessary to construct the project, which will become part of the bid package submitted for final review. Plans will be submitted to TxDOT, who will be invited to attend the 30%, 60% and 90% reviews.
- 9.2. For an off system roadway, the Alamo RMA will use approved TxDOT Design Standards and submit to TxDOT the pavement design and other reports for approval. The project's geometric designs shall be equivalent or greater than the minimum AASHTO standards. Drainage will be designed in accordance with TxDOT drainage requirements. Should waivers to design requirements be necessary, the Alamo RMA will submit them to TxDOT for approval.
- 9.3. For an on system roadway, the Alamo RMA will use approved TxDOT Design Standards and submit to TxDOT the pavement design and other reports for approval. The project's

geometric designs shall be equivalent or greater than the TxDOT's design manuals. Drainage will be designed in accordance with TxDOT drainage requirements. Should waivers to design requirements be necessary, the Alamo RMA will submit them to TxDOT for approval.

10. Specifications

- 10.1. The Alamo RMA may use current TxDOT specifications and all required special provisions. In the event that the Alamo RMA must use a non-TxDOT specifications, a copy of the specification will be included with the PS&E package for review and approval.

11. Disadvantaged Business Enterprises (DBE) Procedures

- 11.1. The Alamo RMA will follow MOU Regarding Adoption of the Texas Department of Transportation's Federally Approved DBE Program.

12. Public Interest Finding

- 12.1. If the Alamo RMA is requiring a sole source material, patented/proprietary materials or disposal site, the Alamo RMA will submit a Public Interest Finding (PIF) request to TxDOT detailing why the Alamo RMA is not pursuing a competitive bid. FHWA will submit approval for the PIF request.

13. PS&E and Bid Package

- 13.1. The Alamo RMA will submit to the TxDOT district engineer and to the Design Division two (2) copies of the final PS&E/Bid Package twelve (12) weeks prior to the letting date. The Design Division will distribute the package to the appropriate divisions within TxDOT and FHWA. The package will include the following items (See Chapter 1: Pre Letting Procedures Appendix):
- TxDOT Form 1002 (which includes a time determination schedule)
 - Review Plans Prints (The Alamo RMA will submit two (2) paper copies of the plans for TxDOT's Design Division review. They should not be sealed or signed.)
 - Copy of the Invitation For Bid
 - Bid Packet
- 13.2. When District review has been completed, TxDOT will contact the Alamo RMA to ask for the PS&E package. The plans can be a "copy" but the title sheet has to be the original to allow TxDOT personnel (Project Manager, District Engineer and Austin Director) to sign. TxDOT will be responsible for making copies to send to Austin after the Project Manager and District Engineer signed the title sheet.

14. Approval

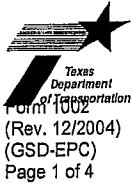
- 14.1. TxDOT will send a Letter of Authorization (LOA) to the Alamo RMA giving permission to advertise the project and will return the original cover sheet with the signed and sealed sheets.

CHAPTER 1: PRE-LETTING PROCEDURES

APPENDIX I

Location of Form 1002 Documents

P. S. & E. Submission Data



Date _____

This form should be completed and submitted with supporting papers. Complete this form for the Controlling project in contract. (Complete all Blanks. State N/A if necessary.)

District _____ Proposed Letting Date _____
 County _____ Project _____
 Control _____ Highway _____ Length _____
 Limits _____

A. Supporting Papers Checklist

Description	No. Copies Required	No. Copies Attached
(1) List of Governing Specifications and Special Provisions	*	Proposal
(2) General Notes and Specification Data GroupWise to processing office.	*	Proposal
(3) Plans Estimate	*	Attached
(4) New Special Provisions and Special Specifications GroupWise to processing office with Form 1814.	*	Proposal
(5) Triple Zero Special Provisions GroupWise to processing office.	3	Proposal
(6) Engineer Sign, Seal and Date Supplemental (8 1/2" x 11" Originals)	2	Proposal
(7) Contract Time Determination Summary	1	Attached
(8) Right of Way and Utilities: Certifications-		
Right of Way	3	Attached
Relocation Advisory Assistance	3	Attached
Encroachments	3	Attached
Utilities	3	Attached

ROW Status	Relocation Status	Utility Status	Encroachment Status
<input type="checkbox"/> Clear	<input type="checkbox"/> Clear	<input type="checkbox"/> Clear	<input type="checkbox"/> Clear
<input type="checkbox"/> To be Clear	<input type="checkbox"/> To be Clear	<input type="checkbox"/> To be Clear	<input type="checkbox"/> To be Clear

(If ROW, Encroachments, and/or Utilities are NOT CLEAR, Submit a Triple Zero Special Provision.)

(9) Temporary Road Closure Request	3	Attached
(10) Construction Speed Zone Request	3	Attached
(11) Review Plans Prints:		
Federal Funded HES Projects	6(**)(***)	_____
Federal Funded Projects - With Federal Oversight	5(**)(***)	_____
Federal Funded Projects - With State Oversight	4(**)(***)	_____
State Funded Projects	4(**)(***)	_____
Surface Treatment and ACP Projects	3(**)(***)	_____
Traffic Signal & Signing Projects	3(**)(***)	_____
Intelligent Transportation System (ITS) Projects	6(**)(***)	_____
District Review Projects	1	_____

* The number of copies of supporting papers will be one more than the number of review plans prints as shown in Item 11.
 (***) Submit 1 add'l set of review plans for hike/bike or building projects OR if est. cost of pedestrian elements exceeds \$50,000.
 (***) Submit 1 add'l set of review plans if PS&E contains any **one** or more of the following bid items: 610, 611, 612, 613, 614, 618, 620, 622, 624, 628 or 629.

Form 1002
(Rev. 12/2004)
Page 2 of 4

B. STIP Year _____ STIP Page # _____

C. Financing

CSJ	Work Program No.	Authorized Funds	Estimated Funds (excl. E&C & other part.)	Overrun/Underrun (+/-)
_____	_____	\$ _____	\$ _____	\$ _____ 0.00
_____	_____	_____	_____	_____ 0.00
_____	_____	_____	_____	_____ 0.00
_____	_____	_____	_____	_____ 0.00
	Total	\$ _____ 0.00	\$ _____ 0.00	\$ _____ 0.00

Attach separate sheet explaining overruns of programmed amounts. (In accordance with current Department Program Overrun policy.)

Other Participation:

County	Amount	Indicate Fixed Sum or Actual Cost	Authorization Minute Order No.
_____	\$ _____	_____	_____
City _____	_____	_____	_____
Other (Specify) _____	_____	_____	_____

Attach any necessary funding agreements.

D. Agreements

(1) Railroad Agreements
 Required: Yes No Name of Railroad _____
 Date Executed _____ If Not Executed, Date Request Sent to TRF _____

(2) Other Agreements Required Yes No
 Name of Agency _____
 Purpose _____
 Executed Yes No

E. Airway-Highway Clearance

Required Yes No Date Approved _____

F. Contract Time

Working Days _____ or Calendar Days (Special Provision to Item 1 Required) _____

G. Project Manager in Charge of Construction Contract

Engineer No. _____
 Name _____
 Address _____

H. District Contact Person

Name _____
 Telephone No. _____
 Fax No. _____

(Show on Contract Summary (C1) Screen in DCIS.)

I. Estimated Cost

Pedestrian Elements \$ _____

J. Comments

PROPOSED BASIC DESIGN DATA

Control _____

County _____

Work Program Title(s) _____

Work Type (Layman's Description) _____

Proposed Design Standards (Structures) _____

Proposed Design Standards (Roadway) _____

Proposed Design Standards (Traffic) _____

Design Speed (Applicable): _____ mph km/h

Traffic: Existing _____ Projected (20 years) _____

Highway Functional Class (Urban) _____ (Rural) _____

Design Criteria Recommended for Approval (District)
Date _____
Signed _____
Title _____

Design Criteria Approval (Division)
Date _____
Signed _____
Title _____

Exceptions Requested

(List and indicate occurrence, i.e., over total project, at 3 locations, at 1 structure, etc.)

1. _____
2. _____
3. _____

Waivers Requested

1. _____
2. _____
3. _____

Design Exception Recommended for Approval: (District)
Date _____
Signed _____
Title _____

Waiver Recommended for Approval: (District)
Date _____
Signed _____
Title _____

EXCEPTION COMMITTEE (To be filled out in Austin)

_____ Bridge Design
 _____ Roadway Design
 _____ Bicycle Lanes
 _____ Traffic

WAIVER COMMITTEE (To be filled out in District Office)

_____ Bridge Design
 _____ Roadway Design
 _____ Bicycle Paths
 _____ Traffic

Recommended Action:

Approval Non-Approval
Reasons _____

Date _____
Signed _____
Deputy Director, Design Division

Recommended Action:

Approval Non-Approval
Reasons _____

Date _____
Signed _____
(Title)

ACCELERATED CONSTRUCTION PROCEDURES

Control _____

County _____

The following types of projects will require the use of accelerated construction contract provisions. Check all that apply to this project:

- Interstate or freeway project with lane closures during one or more phases of construction
- Bridge closure (either as the entire project or a portion of a larger project)
- Road closure
- Added Capacity projects
- Non-freeway with ADT >10,000 and lane closures during one or more phases of construction
- Provides access to a nearby school, emergency services (hospital, fire, etc.), or major traffic generator
- Project affects access to adjacent businesses
- Other (Projects that are time critical such as traffic signal work at high accident locations)

Explain: _____

The project is not characterized by the above.

- The project has minimal interference to traffic (low volumes and little or no impact to businesses).
- The duration of the project is short and adverse weather could significantly affect the ability of the contractor to complete the project within the time determined for a normal weather, calendar day definition project (use standard working day charges).
- The project is for surface work.

Check the accelerated contract provision(s) included on this project.

- Calendar Day

- Incentive Using Contract Administrative Cost
- Increased Liquidated Damages
- Incentives/Disincentives
- Lane Rental
- A+B Provisions

If accelerated contract provisions are not utilized, Design Division approval will be required. Request for approval to not utilize accelerated contract provisions should be submitted in advance of PS&E submission for letting.

ALAMO REGIONAL MOBILITY AUTHORITY

Proposal Table of Contents

1. Special Provision Form FHWA 1273
2. Special Provisions
3. Bid Form
4. List of Subcontractors
5. Contractor's Assurance
6. DBE Commitment Forms

Items for the envelopes

Envelope 1

- a. Bid documents and any alternate bids.
- b. Solicitation, Offer, and Award Document
- c. Bid bond or cashiers check.
- d. Addenda Acknowledgement Form.
- e. Enterprise Owner Information Form.
- f. DBE Commitment Forms

Chapter 2 Letting Procedures

1. Overview of Letting Procedures

- 1.1. This phase covers the period from receipt of TxDOT approval to advertisement for construction to the issuance of the Notice to Proceed to the Contractor. The Letting Procedure will not begin until the Alamo RMA receives a Letter of Authorization (LOA) and FPAA.
- 1.2. The Alamo RMA will typically retain its Design Consultant to assist in providing plans, preparing and distributing addenda, and analyzing bids. Unless the Consultant was obtained using established Federal Guidelines, this work is non-reimbursable.

2. Readyng For Advertisement

- 2.1. Project Engineer will notify Alamo RMA that a project is ready for advertisement upon receipt of the TxDOT LOA.
- 2.2. The Alamo RMA will typically advertise projects within fifteen (15) days of receipt of the LOA from TxDOT. Bids will be opened no less than twenty-one (21) days after the first advertisement is published. (Construction bids are opened at 1:00 p.m. on the designated day.)
- 2.3. Alamo RMA will prepare a Request for Advertisement Form.
- 2.4. A copy of the Invitation For Bid will be forwarded to TxDOT.

3. Advertisement

- 3.1. The Alamo RMA will advertise the bid in local newspapers as follows (San Antonio Express News, Commercial Recorder, La Prensa, and San Antonio Business Journal,) and other major city newspapers at least 30 days prior to bid opening. The advertisement will also be available on the Alamo RMA's website (<http://www.AlamorMA.org>).
- 3.2. The Alamo RMA will advertise the bid on the Texas Department of Economic Development Internet site (<http://www.marketplace.state.tx.us/gov/>) at least three (3) weeks prior to receipt of bids.
- 3.3. The Bid Advertisement will include project identification, location where plans and specifications may be purchased, cost of plans and specifications. The Bid Advertisement will also include the date, time and location of when and where bids need to be submitted. (See Chapter 2: Letting Procedures Appendix)
- 3.4. The Alamo RMA may hold an optional pre-bid conference for prospective Bidders typically fourteen (14) days prior to receipt of bids. The Invitation For Bid will state the location, date and time information for the optional pre-bid conference for the project. Minutes in the form of an addendum will be prepared and distributed to all prospective bidders and interested agencies.

4. Availability of Plans

- 4.1. All necessary bidding documents shall be ready for release to Bidders when advertisements are published. At a minimum, the documents will be available for at least twenty-one (21) days.
- 4.2. Contractors may purchase a CD with a complete electronic copy of plans and specifications from the Alamo RMA. Plans and specifications are available for viewing at various commercial plan rooms.

5. Addendum

- 5.1. Questions raised by Bidders will be handled as described in Item 5.2.

- 5.2. The Alamo RMA will submit any addenda to TxDOT for review and approval prior to distribution to plan holders. The Alamo RMA reserves the right to include delaying the letting date in the addendum (with TxDOT approval). Should an addendum be required within 10 days from the letting date this addendum shall delay the letting date.
- 5.3. The Contractor is required to submit a signature which acknowledges receipt of the addenda when the bid is submitted.
- 5.4. The Alamo RMA requires prospective Bidders to acknowledge receipt of the addenda when submitting the bid.

6. Submittal Of Bid Proposals By Contractors

- 6.1. Bidders will submit sealed bid proposals and other required documents to the Alamo RMA.

7. Bid Opening

- 7.1. The bids are opened in accordance with the Alamo RMA's procedures.
- 7.2. An Alamo RMA Official will be present while the proposals are opened and read aloud. TxDOT shall be invited as well.
- 7.3. The Alamo RMA will contact TxDOT for further direction if any of the bids returned indicate lobbying activity.
- 7.4. Failure to submit the required forms as outlined in page 13 will result in a non responsive bid.

8. Bid Analysis

- 8.1. The Alamo RMA will provide the following information:
 - Letter recommending acceptance of the low Bidder or a letter with the reason not to accept the low Bidder that is signed by a professional engineer licensed in the State of Texas;
 - List that includes all bid items and the percentage over and/or under for those items;
 - Letter stating that the Alamo RMA verified the quantities for those items that exceeded the Engineer's estimates price by twenty-five (25) percent and identifying discrepancies if any.
- 8.2. An unbalanced bid analysis will be performed by the Alamo RMA. (See Chapter 2: Letting Procedures Appendix)
- 8.3. In addition, the Alamo RMA will send a copy of the bid tabulation list and low Bidder's unit price evaluation to any joint bidding agency.
- 8.4. Bid proposal guarantees of the first, second and third lowest Bidders will be retained until after the Contract Agreement and Bonds have been executed. Bid Proposal Guaranties in the form of any certified or cashier's check of all except the three lowest Bidders will be returned by mail to unsuccessful Bidders upon certification of the three lowest Bidders.
- 8.5. The Alamo RMA may hold an administrative hearing to determine the ability of a Bidder to perform the work for this project. TxDOT will be invited to participate in the hearing. The Bidder shall furnish to the Alamo RMA information and data (including financial statements) as the Alamo RMA may reasonably request. The Alamo RMA reserves the right to reject any bid if the investigation of a Bidder finds the Bidder non-responsive and/or non-responsible; the Alamo RMA at that time shall reject all bids and re-let the project.

9. Proposed Award Of Contract

- 9.1. As part of the bid submittal the prospective Bidders will sign the Solicitation, Offer, and Award document, this in effect is the contract with the low Bidder.
- 9.2. The Alamo RMA will contact the contractor requesting the name of the bonding company it expects to use. The Alamo RMA will then research the contractor and bonding companies under

state and federal databases for any pending or outstanding issues. The Alamo RMA will also check to make sure none of the companies have been debarred.

9.3. Within twenty (20) calendar days after the date appearing on the Alamo RMA's transmittal letter, the successful Bidder will furnish to the Alamo RMA:

- Original Certificates of Insurance Coverage
- Certificates of Workers Compensation Coverage

9.4. The Alamo RMA will submit the proposal of the low Bidder to the District TxDOT office for review and concurrence in award of a contract.

10. Award Of Contract

10.1. Following the bid opening and determination of the low Bidder, the Alamo RMA will prepare a Board of Directors agenda item to approve the award.

10.2. The Board of Directors will authorize awarding the contract, and a copy of the Board Resolution will be sent to TxDOT.

10.3. Alamo RMA will contact the winning Bidder for the Performance and Payment Bonds and the proof of railroad insurance (if needed).

10.4. After the contract is fully executed, a pre-construction meeting will be scheduled within two (2) weeks.

10.5. The Alamo RMA will provide a copy of the Notice To Proceed (NTP) to TxDOT.

CHAPTER 2: LETTING PROCEDURES

APPENDIX 2

Official Public Notice
Alamo Regional Mobility Authority

Sealed bid for furnishing all the labor and materials and doing all the work in connection with the "PROJECT NAME" will be received by the Alamo RMA, 16500 San Pedro, Suite 350, San Antonio, Texas, 78232, until exactly 1:00 p.m., local time on "DATE", at which time all bids received will be opened and read aloud. Time is of the essence. Bids received after the exact time and date set for submission above will be returned unopened.

"PROJECT NAME"
IFB -200X-XX

Plans and specifications may be picked up from the office of the Alamo RMA, 16500 San Pedro, Suite 350, San Antonio, Texas, 78232. Plans and specifications may be obtained as an electronic copy of the plans and specifications on compact discs (CD's) and are available for \$XX per CD.

A pre-bid conference will be held on "DATE" "TIME" at "A LOCATION TO BE ANNOUNCED". Bidders should use unit pricing. Bids, payment and performance bonds are required. For additional information contact Alamo RMA's Director of Engineering and Operations at 210-495-5256.

**Alamo Regional Mobility Authority
Unbalanced Bid Procedures**

1. Unit bid price data for specific items of work is first compared against the corresponding engineer's estimate using a computer program. The program also makes interest calculations to determine potential interest losses. This is done to determine projects that need closer examination. The items of work that are reviewed are those that have been abused based on past experience.
2. For projects identified in step one, the unit price bid for each item is compared to the estimated unit price on the engineer's estimate. For those items that vary from the estimate outside a specific range, a further evaluation is made. The range is 100% above or 50% below the estimate for major items and 200% above or 75% below the estimate for minor items. Major items are defined as 5% of the contract or \$100,000 whichever is less.
3. For items identified in step 2, the estimated quantity is verified. If the quantity is found in error, the unit bid price is extended with the quantity to determine if it changes who is low bidder. If the low bidder is not affected, the contract may be awarded. If the low bidder is affected, all bids will be rejected and the project re-let.
4. If quantities are found to be accurate, the bid may be either mathematically unbalanced or materially unbalanced. To determine whether a bid is mathematically or materially unbalanced, Alamo RMA calculates monthly payout during the life of the contract based on an assumed schedule. This payout is compared to the estimated payout of the second bidder. If earlier payout to the low bidder results in loss of interest to the Alamo RMA in an amount greater than the difference in low and second bid, the bid is determined to be potentially materially unbalanced, as it may not result in the overall lowest cost to the State. With this scenario, the low bidder is invited to meet with Alamo RMA and present his/her schedule, including revised monthly payout, TxDOT shall be invited to attend the meeting. If the contractor can show a reasonable expectation that loss of interest is less than the difference in low and second bid, the low bid is considered mathematically unbalanced and may be awarded. If the contractor cannot show that loss of interest is less than the difference, the bid is considered materially unbalanced. All bids will be rejected and the project re-let.

**Administrative Hearing Sheet
Alamo Regional Mobility Authority**

At this hearing, one or more of the following issues will be discussed when determining if a Bidder is responsible for contract award purposes.

1. Past Performance on Alamo RMA Projects
2. Previous experience on projects similar in size and complexity
3. Fiscal Capacity
4. Availability and qualifications of key personnel scheduled to work on project
5. Availability of Equipment required for this project.
6. Ability to accomplish the project on schedule and in accordance with plans.
7. Names, availability and qualifications of subcontractors

Chapter 3 Post-Letting Procedures

1. Overview of Post-Letting Procedures

- 1.1. This phase will consist of the period from the issuance of the Notice to Proceed to the Contractor and the pre-construction meeting to the final inspection and acceptance.

2. Pre-Construction Meeting

- 2.1. After award of the contract, the Alamo RMA will schedule and conduct a pre-construction meeting. The Project Manager will invite TxDOT, the contractor, utility companies, full-time inspector and any other interested parties and will lead a general discussion of the proposed work, utility status and potential disruptions caused by the proposed work. The Alamo RMA will be responsible for keeping a list of attendees and documenting the meeting. The attendees will provide points of contact for their organizations to each other.
- 2.2. Time charges will typically start seven (7) days from the issuance of the notice to proceed. A copy of the NTP will be provided to TxDOT.
- 2.3. The Alamo RMA will also provide the Contractor with Form FHWA-1022 (a Federal Highway Administration form indicating the project uses federal funds) and check to make sure it is posted on the job site.
- 2.4. The Alamo RMA will introduce the full-time Inspectors for the project to the contractor, TxDOT and other interested parties.

3. Fiscal Accounting

- 3.1. All projects will be created and maintained in Alamo RMA's Project Tracking System.
- 3.2. The Alamo RMA will submit to TxDOT a monthly invoice which will include the following:
 - 3.2.1. Copies of invoices and pay applications paid to consultants and contractors accompanied by cancelled checks.
 - 3.2.2. All necessary and reasonable "total cost" for the administration of the projects. Total cost is comprised of the allowable direct cost of the program, plus its allocable portion of the allowable indirect cost.
 - 3.2.2.1. Direct Cost
 - 3.2.2.1.1. Compensation of employees or program management firm for the time devoted and identified specifically to the management of the projects. The time will be recorded in SAP on a project-by-project basis. The program management firm will submit their billable hours on a project-by-project basis.
 - 3.2.2.2. Indirect Cost
 - 3.2.2.2.1. Cost incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable for the cost objectives specifically benefited. These costs include items such as office supplies, telephone expense, printing and reproduction, computer equipment, etc. These costs will be allocated to the projects based on the number of direct hours spent on a specific project.
 - 3.2.2.2.2. Other indirect cost includes compensation of employees and program management firm who oversees the proper and successful implementation of the program, such employees includes but not limited to the Infrastructure Services staff. These costs will be allocated to the projects based on the number of direct hours spent on a specific project.

3.2.2.2.3. Indirect cost rate for support services provided by other Alamo RMA departments.

4. Field Alterations (Change Orders)

- 4.1. The Alamo RMA will submit all field alterations including utility joint bidders to TxDOT for written approval. The Alamo RMA will attempt to receive prior approval from TxDOT before initiating the field alteration (recognizing that it may not receive reimbursement from TxDOT for field alterations that are not pre-approved). The Alamo RMA will attempt to receive environmental clearance before initiating the field alteration and assure final environmental clearance is obtained in a timely manner (See Chapter 3: Post Letting Procedures Appendix).
- 4.2. Major and Minor Field Alterations
- Major Field Alteration is defined as any field alteration that will impact Contract Cost \$50,000 and above or Time. TxDOT approval is required prior to initiating work.
 - Minor Field Alteration is defined as involving Minor Changes in Work as defined in Item 4 and involving changes in Contract cost less than \$49,999 and consistent with the intent of the contract documents. TxDOT approval of changes can be obtained after start of work provided a definition of the work is developed.
- 4.3. Procedures:
- Field Alterations will be prepared in accordance with Item 4.
 - If possible, the Project Manager will provide TxDOT with the scope of work, justification for work, costs, number of days to be awarded, and documented cost and schedule analysis of negotiated prices and days to obtain TxDOT concurrence prior to initiating the field alteration form.
 - Upon receipt of TxDOT concurrence, the Project Engineer will initiate the field alteration form and process for signatures. TxDOT will be required to sign all field alterations to include joint bid utilities and non-TxDOT funded field alterations. TxDOT signature is required before submitting for Alamo RMA approval.
- 4.4. All field alterations must be approved by Alamo RMA.
- 4.5. At no time shall the result of all field alterations increase or decrease the overall value of the contract by more than twenty-five (25) percent.
- 4.6. In order to avoid long delays in project implementation and/or construction delays, the following scale shall be used in cases of cost overruns in MPO sub allocated federally-funded projects:
- If the project cost less than \$1,000,000, TxDOT or other implementing agencies can incur a cost overrun of no more than twenty (20) percent without coordination of the MPO Steering Committee.
 - If the project cost is \$1,000,001 to \$2,000,000, TxDOT or other implementing agencies can incur a cost overrun of no more than fifteen (15) percent without coordination of the MPO Steering Committee.
 - If the project cost more than \$2,000,000, TxDOT or other implementing agencies can incur a cost overrun of no more than ten (10) percent without coordination of the MPO Steering Committee.
- 4.7. Publicly Owned Equipment Rental Rates. Contractor is not allowed to include markups on publicly owned equipment rental rates on field alterations.
- 4.8. The Alamo RMA shall ensure that all field alterations are environmentally clear prior to approving the change order.

5. Notice of Intent (NOI)

- 5.1. The Alamo RMA will file a Notice of Intent (NOI) with the Texas Commission on Environmental Quality. (See Chapter 3: Post Letting Procedures Appendix)
- 5.2. The NOI will be signed by the Alamo RMA.

6. Pay Records

- 6.1. The contractor and all subcontractors will submit payrolls to the Alamo RMA for each payroll cycle. The Alamo RMA will review the payrolls for completeness and verify the contractor is paying the minimum wages as contained in the contract. If problems are found, the Alamo RMA will provide written resolution to contractor.
- 6.2. The Alamo RMA will hold at least three (3) payroll interviews every quarter with randomly chosen contractor employees to verify their job description and rate of pay.
- 6.3. The Alamo RMA will retain for TxDOT or the United States Department of Labor these payrolls for at least three (3) years following the completion and acceptance of the project.

7. Construction Materials Testing

- 7.1. The Alamo RMA will follow the TxDOT Guide of Sampling and Testing for the types and frequency of tests required for quality control of materials incorporated into the project.
- 7.2. The Alamo RMA's Quality Assurance Program will verify that the labs are performing the tests of the materials correctly and are certified.
- 7.3. The Alamo RMA will maintain a written record of the tests performed and the results obtained.

8. Project Records

- 8.1. The Alamo RMA will maintain a set of project records documenting progress, payment and job control. Inspectors will maintain the project diaries and records the daily work progress. Daily entries include:
 - Date
 - Weather conditions
 - Contract time charged and reasons for days credited
 - Work in progress
 - Location of work
 - Contractor's and subcontractor's work force
 - Quantity of equipment and usage at the project site
 - Important instructions to Contractor
 - Visitors to site and a summary of any discussions with the visitors
 - Unusual construction or work conditions
 - Decision making discussions with the Contractor
 - Disagreements with the Contractor
 - Detailed information that may have a connection with a probable dispute or claim
- 8.2. Other records to be maintained include:
 - Material received
 - Test Reports
 - Quantity Books
 - Manufactures' certificates
 - Time extensions
- 8.3. Records are subject to Federal record retention requirements. The records should be located so that there will be easy access for FHWA and/or TxDOT and kept for three (3) years following the completion and acceptance of the project.

8.4. The Alamo RMA will track changes on a copy of the plans.

9. Disadvantaged Business Enterprises (DBE) Monitoring

9.1. If the project has a DBE goal, the Alamo RMA will maintain the progress with the "DBE Monthly Progress Report." (See Chapter 1: Pre-Letting Procedures Appendix "Proposal Table of Contents")

9.2. The Alamo RMA will submit to TxDOT a copy of the "DBE Monthly Progress Report" for review and comment at the end of every month.

10. Environmental Monitoring

10.1. The Alamo RMA will perform quality assurance to verify that the contractor is complying with the waste management plan, 401 certification, 404 permit, and other NEPA and environmental requirements.

10.2. The Alamo RMA will maintain a written record of their inspections and any actions taken.

11. Daily Time Charges

11.1. The Inspector will make an entry into the project diary for each day from the time the project starts until it is completed.

11.2. The diary entry will indicate if a working day was charged and the total days charged to date. If a working day is not charged, an explanation as to why time was not charged is entered.

11.3. At the beginning of each month the Inspector provides the contractor with a summary of time charges for the project for the previous month. The contractor has twenty (20) calendar days to protest any charges he feels are inaccurate from the receipt of the Time Statement.

11.4. Should any time extensions be necessary, TxDOT approval will be obtained.

11.5. Alamo RMA will notify TxDOT when suspending time.

11.6. Alamo RMA will provide TxDOT a copy of the monthly time statements.

12. Payment to Contractor for Items Work Performed

12.1. Measurement of quantities and actual work performed for payment will be as per Item 9.

12.2. Payment to the contractor for work performed minus retainage will be on a monthly basis and as per Item 9.

12.3. TxDOT is not required to review or sign the contractor's invoice during processing.

13. Subcontractors

13.1. The Alamo RMA will monitor to insure that the subcontractors sublet no more than seventy (70) percent of the work as per Item 8.

13.2. The Alamo RMA will approve the subcontractors used on the project and verify that the subcontractor is not on the debarred list provided by TxDOT. If a subcontractor is on the list, the Alamo RMA will notify the contractor to file a request for a change or to add a subcontractor to the approved list.

14. General Contractor/Subcontractor Provisions

14.1. The Alamo RMA will collect the contractor and subcontractors' annual FHWA 1391 reports and submit them to the TxDOT.

14.2. The Alamo RMA will monitor subcontractors to ensure EEO requirements are met.

14.3. The Alamo RMA may notify OSHA of unresolved contractor/subcontractor safety violations.

14.4. The Alamo RMA will ensure prompt payment provisions are included on all subcontracts associated with the project.

15. Contractor Claims and Disputes

- 15.1. All claims and disputes will be processed in accordance with Item 4 and state statutory requirements.
- 15.2. Alamo RMA will notify TxDOT of any formal claims/disputes and invite TxDOT to participate.

16. Termination of Contract

- 16.1. The Alamo RMA will coordinate with TxDOT prior to initiating contract termination.

17. Schedule of Values

- 17.1. For some types of specialty work (e.g. architectural), the customary unit of measurement is a lump sum unless already addressed in the specifications. The Alamo RMA should request that the contractor provide a Schedule of Values (SOV) in sufficient detail to track progress and payment for the item. Once the Alamo RMA has reviewed and approved the SOV, it should not be modified.

18. Salvage Credits

- 18.1. The Alamo RMA will dispose of salvaged materials in accordance with state statute requirements located at Texas Government Code Chapter 2175, Surplus and Salvage Property. The Texas Building and Procurement Commission rules relating to these statutory requirements are located in 1 TAC Chapter 126. The disposition of property will be made through competitive bidding.
- 18.2. To dispose of salvaged materials through competitive bidding, the bid tab will include a bid item in accordance with the type of material being salvaged. The following is a list of items most commonly salvaged (2004 specs):
 - 18.2.1. 01050540, SALV RAP (CREDIT ITEM)(CL 4), LUMP SUM, for pavement removed under Item 105
 - 18.2.2. 03540587, SALV MATRL (CREDIT ITEM), LUMP SUM or 03540645, SALV RCL ASPH PAV MATL (CREDIT ITEM), LUMP SUM, for milling or planing old pavements
 - 18.2.3. 04970501, SALV MATRL (CREDIT ITEM), LUMP SUM, for structural steel, steel railing, timber or any other material salvaged from existing structures removed under Items 430 or 496

19. Warranties

- 19.1. The Alamo RMA will follow the procedures approved by TxDOT if any.

20. Inspections

- 20.1. The Alamo RMA will inspect the Storm Water Pollution Prevention Plans (SW3P) devices in accordance with environmental requirements. The inspections will be done with the contractor who will sign the report acknowledging receipt of a copy of the report.
- 20.2. The Alamo RMA will inspect the Traffic Control Plan (TCP) devices a minimum of twice a month, at least once during nighttime and daytime, with the contractor. The inspections will be documented and maintained in their own file. The Contractor will sign the report and receive a copy of it.
- 20.3. The Alamo RMA will ensure compliance with Form FHWA-1273, Section III (Non-segregated facilities) during periodic inspections.

21. Oversight Inspection

- 21.1. The Inspector's Supervisor will verify project records for completeness and accuracy.
- 21.2. The Inspector's Supervisor for the project will perform periodic oversight inspections at least once every two (2) weeks.

22. TxDOT/FHWA Oversight Inspection

- 22.1. TxDOT and/or the FHWA will coordinate the visit with the Project Engineer and will provide a written report of their findings to the Alamo RMA.

23. Final Inspection

- 23.1. Once the Contractor notifies the Inspector that the project is complete, the Inspector will conduct a pre-final inspection with special notice to the project's compliance with the American with Disabilities Act.
- 23.2. The Alamo RMA will provide a Letter of Conditional Approval with a punch list of outstanding items requiring corrections prior to finalizing the project. The Alamo RMA will provide a copy of the letter to TxDOT (See Chapter 3: Post Letting Procedures Appendix).
- 23.3. Following the pre-final inspection The Alamo RMA will provide a Letter of Conditional Approval to the Contractor at this time. Special items noted: Compliance with ADA.
- 23.4. When permanent vegetative coverage is attained, the Alamo RMA will submit a Notice of Termination (NOT) to the TCEQ indicating that construction activities covered under the National Pollutant Discharge Elimination System general permit have been completed. (See Chapter 3: Post Letting Procedures Appendix)
- 23.5. Upon completion of punch list, the Alamo RMA will provide notice to TxDOT the project is ready for final inspection and acceptance. TxDOT will be invited to the final inspection. Once accepted by the Alamo RMA and TxDOT, the Alamo RMA will process final payment to the Contractor and centralize all records relating to the project for permanent storage. Upon final acceptance of the project, TxDOT will notify the FHWA in writing and recommend acceptance of the project.
- 23.6. The consultant will update their plan sheet computer files to show what was actually constructed. After the sheets are updated to Final Constructed conditions, they print tracings that become the permanent record of the project.

24. Closeout

- 24.1. At the end of the project, project account reconciliation will be performed to ensure all claims against the project have been paid by the Alamo RMA and all invoices submitted to TxDOT have been paid. The Alamo RMA's account reconciliation will include overruns, credits retainage, liquidated damages and final payments.
- 24.2. The Alamo RMA will provide TxDOT with a notice of completion including a final project account reconciliation.
- 24.3. The Alamo RMA will also submit a copy of the "DBE Final Report" to TxDOT for review. (See Chapter 1: Pre-Letting Procedures Appendix "Proposal Table of Contents")
- 24.4. The Alamo RMA will submit a final invoice to TxDOT.

CHAPTER 3: POST LETTING PROCEDURES

APPENDIX 3

ALAMO REGIONAL MOBILITY AUTHORITY
LETTER OF CONDITIONAL APPROVAL

Date: _____

To:

Project:

Project Description:

You are hereby advised that the project described herein has been visually inspected on DATE by the representatives of the interested departments or agencies as shown below and it appears that the work meets the requirements of the plans and specifications with the following minor exceptions as shown on the punch list.

NONE

Inspected by: _____ Department Alamo RMA

Inspected by: _____ Department Joint Bid Utility(s)

The conditional approval of the work in this project does not relieve you as the contractor from the continuation of charges for working days as required by the contract documents unless no exceptions are identified.

DIRECTOR OF ENGINEERING AND OPERATIONS
ALAMO RMA

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 07-16

WHEREAS, the Alamo Regional Mobility Authority (“Alamo RMA”) was created pursuant to the request of Bexar County 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 Alamo RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration (“FHWA”) through the Texas Department of Transportation (“TxDOT”) to assist the Authority with the construction of turnpike projects; and

WHEREAS, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises (“DBEs”), as defined by 49 CFR 26 (“DBE Program”); and

WHEREAS, TxDOT has implemented a DBE Program that is approved by FHWA pursuant to 49 CFR part 26; and

WHEREAS, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority’s procurement of construction services are subject to review and/or concurrence by TxDOT; and

WHEREAS, the Authority and TxDOT undertake substantially similar roadway construction projects and construct their respective projects using substantially the same pool of contractors; and

WHEREAS, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

WHEREAS, the Authority finds it appropriate to enter into a Memorandum of Understanding with TxDOT to memorialize such obligations, expectations and rights each has as related to the Authority’s adoption of the TxDOT DBE Program to meet the federal requirements;

NOW THEREFORE, BE IT RESOLVED, the Executive Director of the Authority is authorized to enter into a Memorandum of Understanding, in the form or substantially the same form attached hereto as Attachment “A”, with TxDOT adopting the TxDOT DBE Program; and

BE IT FURTHER RESOLVED, that the Authority and any private sector partners working with

the Authority in the development of transportation projects funded in whole or in part with federal aid will be subject to the TxDOT DBE Program requirements; and

BE IT FURTHER RESOLVED, that the Authority will undertake certain reporting requirements in support of the TxDOT DBE Program.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 8th day of August, 2007.

Submitted and reviewed by:

Approved:

Terry M. Brechtel
Executive Director for the
Alamo Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 07-16
Date Passed 08/08/07

MEMORANDUM OF UNDERSTANDING

**ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S
FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM BY THE ALAMO REGIONAL MOBILITY AUTHORITY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)**, an agency of the State of Texas; and the **ALAMO REGIONAL MOBILITY AUTHORITY (Alamo RMA)**, a Texas regional mobility authority organized and existing pursuant to Chapter 26, Texas Transportation Code.

Whereas, from time to time the Alamo RMA receives federal funds from the Federal Highway Administration (FHWA) through TxDOT to assist the Alamo RMA with roadway construction projects; and

Whereas, the Alamo RMA, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises (DBEs), as defined by 49 CFR 26 (DBE Program); and

Whereas, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Alamo RMA's procurement of construction services are subject to review and/or concurrence by TxDOT; and

Whereas, the Alamo RMA and TxDOT undertake substantially similar roadway construction projects and construct their respective projects using substantially the same pool of contractors; and

Whereas, the Alamo RMA desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, the Alamo RMA and TxDOT find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Alamo RMA's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Alamo RMA, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Alamo RMA is a sub-recipient of federal assistance for roadway construction projects and, in accordance with 49 CFR Section 26.21 must implement a federally approved DBE Program. The Alamo RMA receives its federal assistance through TxDOT. As a sub-recipient, the Alamo RMA has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Alamo RMA, adopt the DBE program administered through TxDOT, and the Alamo RMA hereby elects to adopt the TxDOT DBE Program.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Alamo RMA to achieve its DBE participation in Alamo RMA federally assisted roadway construction projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Alamo RMA and for TxDOT.

(5) The Alamo RMA and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Alamo RMA:

- (a) The Alamo RMA will be responsible for project monitoring and data reporting to TxDOT. The Alamo RMA will furnish to TxDOT all required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Alamo RMA.
- (b) The Alamo RMA will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or services to be acquired. The Alamo RMA's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Alamo RMA and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.
- (c) TxDOT will cooperate with the Alamo RMA in an effort to meet the timing and other requirements of Alamo RMA projects.
- (d) The Alamo RMA will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its roadway

construction projects and will be responsible for all costs and expenses incurred in its procurements.

- (e) DBE's eligible to participate on TxDOT roadway construction projects will also be eligible to participate on Alamo RMA roadway construction projects subject to the DBE Program rules and regulations, unless otherwise prohibited from bidding on Alamo RMA projects under applicable law or the Alamo RMA Procurement Policy. The DBE's will be listed on TxDOT's website under the Texas Unified Certification Program.
 - (f) The Alamo RMA will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort, Commercially Useful Function, etc. The Alamo RMA and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.
 - (g) The Alamo RMA will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Alamo RMA administration of the DBE Program through TxDOT.
 - (h) The Alamo RMA will be responsible for providing TxDOT with DBE project awards and DBE commitments, monthly DBE reports, DBE final reports, DBE shortfall reports, and annual and updated goal analysis and reports.
 - (i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Alamo RMA and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the greater San Antonio Metropolitan area.
 - (j) The Alamo RMA will submit DBE semi-annual progress reports to TxDOT.
 - (k) The Alamo RMA will support and actively participate in TxDOT sponsored training classes to include topics on DBE annual goals, DBE construction project goal setting, DBE contract provisions, and DBE contract compliance, which may include issues such as DBE commitments, DBE substitution, and final DBE clearance. TxDOT will include DBE contractors performing work on the Alamo RMA projects in the DBE education and outreach programs.
- (6) In the event there is a disagreement between TxDOT and the Alamo RMA in regards to the implementation of the TxDOT DBE Program by the Alamo RMA, both parties agree to meet within ten (10) working days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible. If the

parties are not able to resolve any material disagreement to the satisfaction of all parties, either party may terminate this Memorandum of Understanding by written notice to the other party and FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Alamo RMA will be allowed a reasonable period in which to seek approval for a DBE Program without being deemed non-compliant with 46 CFR Par 26 or lacking an approved DBE Program.

(9) This Memorandum of Understanding applies only to projects for which the Alamo RMA is a sub-recipient of federal funds. The Alamo RMA may also implement a Minority/Women Business Enterprise (M/WBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds and which are not subject to the TxDOT DBE Program. The Alamo RMA may, at its options, may apply aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs.

(10) The following attachments to this MOU are incorporated as if fully set out herein for all purposes: Attachment A – FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B – SPECIAL PROVISION 000-461; Attachment C – Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT’s DBE Program and its 10 Attachments) and Attachment D – 49 CFR Section 26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION, the CDA DBE Provisions and TxDOT’s DBE Program, the provisions of the first two documents shall prevail in regard to CDAs.

EXECUTED by TxDOT and Alamo RMA, acting through each duly authorized official and effective on the latest date signed.

APPROVED AS TO FORM:

By: _____ Date: _____
Bob Jackson, General Counsel
Texas Department of Transportation

By: _____ Date: _____
(Name), General Counsel
Alamo Regional Mobility Authority

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

**ALAMO REGIONAL
MOBILITY AUTHORITY**

By: _____
Michael W. Behens, P.E.
Executive Director

By: _____
Terry Brechtel
Executive Director

Date: _____

Date: _____

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 07-17

WHEREAS, the Alamo Regional Mobility Authority (“Alamo RMA”) was created pursuant to the request of Bexar County 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 Alamo RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, pursuant to Chapter 370 of the Texas Transportation Code and the rules appearing in 43 TEX. ADMIN. CODE § 27.50 *et. seq.* (the “Toll Equity Rules”), a regional mobility authority may submit to TxDOT a request for financial assistance to be used in connection with the development, construction, operation, and maintenance of turnpike projects; and

WHEREAS, on September 29, 2005 and October 27, 2005, the Texas Transportation Commission (“Commission”) gave preliminary and final approval to the award by TxDOT of financial assistance in an amount not to exceed \$1 million to facilitate the Alamo RMA’s participation in the US 281 – Loop 1604 Toll Project; and

WHEREAS, on or about December 16, 2005, TxDOT and the Alamo RMA executed a Financial Assistance Agreement for the use of funds on the US 281-Loop 1604 Toll Project; an

WHEREAS, on October 27, 2005 and November 17, 2005, the Commission gave preliminary and final approval to the award by TxDOT of financial assistance in an amount not to exceed \$7.5 million to assist with development costs for several projects within the jurisdictional limits of the Alamo RMA identified in the Transportation Plan of the San Antonio-Bexar County Metropolitan Planning Organization to be developed as toll projects, including I-35 near the Bexar/Guadalupe County line to I-37 in the San Antonio Central Business District; SH 16 west from I-410 to LP 1604 northwest; and the tolled interchange at US 281 and Wurzbach Parkway (the “Transferred Projects”); and

WHEREAS, on or about January 23, 2006, TxDOT and the Alamo RMA executed a Financial Assistance Agreement for the use of funds on the Transferred Projects; and

WHEREAS, Senate Bill 792 enacted by the 80th Texas Legislature, altered the process for the development of toll projects and established primacy for local toll project entities such as the Alamo RMA for the development of projects within their jurisdictional boundaries; and

WHEREAS, on June 14, 2007, the Commission approved Minute Order Number 110964 in which it identified candidate projects for development, construction and operation as toll projects

and directed TxDOT staff to work with local toll project entities to develop market valuations for those projects; and

WHEREAS, the US 281 – Loop 1604 Toll Project(s) were included on the list of projects identified in Minute Order Number 110964; and

WHEREAS, on June 14, 2007, the Alamo RMA Board of Directors adopted Resolution No. 07-09 in which the Board expressed its intent that the authority develop the US 281 – Loop 1604 Toll Project(s); and

WHEREAS, pursuant to Resolution No. 07-09 TxDOT staff and Alamo RMA staff have already begun the process of developing a market valuation for the US 281 – Loop 1604 Toll Project(s); and

WHEREAS, as a result of the Alamo RMA assuming primary responsibility for the development of the US 281 – Loop 1604 Toll Project(s), the Authority will need additional financial resources; and

WHEREAS, in Resolution No. 07-12, dated July 11, 2007, the Alamo RMA Board of Directors authorized staff to work with TxDOT and take such actions as were necessary to secure a reallocation of funds from the existing Financial Assistance Agreements for use in the development of the US 281 – Loop 1604 Toll Project(s), including, if necessary, the submission of a new request for financial assistance; and

WHEREAS, on July 17, 2007, the Alamo RMA submitted an Application for Financial Assistance to TxDOT seeking approximately \$3.9 million to fund the development of 1) SH 16 from IH 410 to Loop 1604 North; 2) the Wurzbach Parkway Interchange; and 3) the US 281 – Loop 1604 Toll Project(s), which is anticipated to be transferred to the Alamo RMA by TxDOT; and

WHEREAS, on July 26, 2007, in Minute Order 111000, the Commission gave preliminary approval to the Alamo RMA's request for financial assistance in the amount of \$3,965,167, to be funded with existing funds made available through prior loans previously allocated under the existing Financial Assistance Agreements; and

WHEREAS, Alamo RMA staff and TxDOT staff have begun negotiations of the terms of a Financial Assistance Agreement, a draft of which is attached hereto as Attachment "A"; and

WHEREAS, it is anticipated that the Commission will give final approval to the Alamo RMA's request for financial assistance on August 23, 2007; and

WHEREAS, the Alamo RMA desires to be in a position to complete negotiations and execute a financial assistance agreement as soon as possible after the Commission's final approval of the request for financial assistance.

NOW THEREFORE, BE IT RESOLVED, that the Alamo RMA Board of Directors hereby approves entry into a Financial Assistance Agreement with TxDOT in the form or substantially the same form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such agreement on behalf of the Alamo RMA.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 8th day of August, 2007.

Submitted and reviewed by:

Approved:

Terry M. Brechtel
Executive Director for the
Alamo Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 07-17
Date Passed 08/08/07

FINANCIAL ASSISTANCE AGREEMENT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas (“TxDOT”), and the Alamo Regional Mobility Authority, a political subdivision (“AlamoRMA”), for the purpose of funding the development costs of certain toll projects to be transferred to the AlamoRMA by TxDOT.

RECITALS

The parties acknowledge the following:

A. The AlamoRMA is a regional mobility authority formed pursuant to Chapter 370 of the Transportation Code and 43 Tex. Admin. Code § 26.01 *et seq.* (the “RMA Rules”).

B. The Metropolitan Transportation Plan of the San Antonio-Bexar County Metropolitan Planning Organization identifies several projects within the jurisdictional limits of the AlamoRMA to be developed as toll projects, including 1) IH-35 near the Bexar/Guadalupe County line to IH-37 in the San Antonio Central Business District; 2) SH 16 west from IH-410 to LP 1604 North; 3) the US 281/Wurzbach Parkway Interchange; 4) US 281 from LP 1604 to the Bexar County line; and 5) LP 1604 from SH 151 to I-10E.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Transportation Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility.

D. TxDOT has adopted rules at 43 Tex. Admin. Code § 27.50 *et seq.* (the “Toll Equity Rules”) setting forth the policies and procedures by which it will participate in the financing of a toll facility.

E. Section 228.0111, Transportation Code provides that if TxDOT or a local toll project entity determines that a project within the boundaries of the toll project entity should be developed, constructed, and operated as a toll project, TxDOT and the local toll project entity shall agree on the terms and conditions for the development, construction, and operation of the project and shall develop a market valuation for the project.

F. On June 14, 2007, in Minute Order Number 110964, the Commission identified candidate projects for development, construction and operation as toll projects and directed TxDOT staff to work with local toll project entities to develop market valuations for those projects, including 1) SH 16 from I-410 to LP 1604; 2) Wurzbach Parkway from Wetmore to Blanco; 3) US 281 from North of LP 1604 to the Comal County line; and 4) LP 1604 from SH 151 to I-10E.

G. On June 14, 2007, the AlamoRMA Board of Directors expressed its interest in developing US 281 from LP 1604 to the Bexar County line and LP 1604 from SH 151 to I-10E

in anticipation of the transfer of the those projects to the AlamoRMA upon completion of the required market valuation.

H. On or about July 17, 2007, the AlamoRMA submitted a request for financial assistance, pursuant to the Toll Equity Rules, to pay for certain costs relating to the development of 1) SH 16 from I-410 to LP 1604 North; 2) Wurzbach Parkway from Wetmore to Blanco, including the US 281/Wurzbach Parkway Interchange; 3) US 281 from LP 1604 to the Bexar County line; and 4) LP 1604 from SH 151 to I-10E (the “Toll Projects”), including the costs of developing environmental studies, schematics, and preliminary financial plans, public involvement, and the procurement of bids or proposals.

I. On July 26, 2007 and August 23, 2007, the Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval to the AlamoRMA’s request for financing in the amount of \$3,965,167, in the form of a loan, to be funded by redirecting the balance of funds remaining out of the financial assistance previously approved in Minute Order 110269, dated October 27, 2005, and Minute Order 110299, dated November 17, 2005.

J. On August 8, 2007, the AlamoRMA Board of Directors authorized the Executive Director to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. TxDOT will provide financial assistance to the AlamoRMA in the amount of up to \$3,965,167 million, to be funded by redirecting the balance of funds remaining out of the financial assistance previously approved in Minute Order 110269, dated October 27, 2005, and Minute Order 110299, dated November 17, 2005, and to be used to pay for project development costs for the Toll Projects, including project related work performed by AlamoRMA staff and administration, and legal, financial and engineering consulting for the purpose of developing preliminary feasibility, environmental, public involvement, schematics and preliminary financial plans. The financial assistance may also include work related to plans, specifications and estimates as needed, as well as work related to the procurement of design, construction, financing, and other services related to project development. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A to this Agreement that are incurred during project related work performed by AlamoRMA staff and legal, financial, engineering and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (a) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed, (b) the amount of indirect costs to be reimbursed in a month will be determined by multiplying the percentage of direct costs on the applicable project to total costs in that month by the amount of indirect costs, and (c) in the event the AlamoRMA subsequently receives

additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses and indirect overhead allocations may not exceed 100% of those expenses.

2. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request from the AlamoRMA, which request shall comply with the invoice requirements prescribed in Attachment A to this Agreement, and which shall also include the following:

- a. the amount requested;
- b. the specific project to which the expenditures relate;
- c. a description of the use of the funds requested; and
- d. copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

3. The AlamoRMA may, but is not obligated to, request pre-approval of costs to be incurred in connection with the project development work for the Toll Projects, and which are to be paid with funds disbursed under this Agreement, provided the amount of such costs, as determined by TxDOT, is reasonable and consistent with prior invoiced amounts and industry standards. Except for expenditures which are subject to any such pre-approval, TxDOT shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event the AlamoRMA will have the right to submit additional information to clarify the use of the funds requested or to provide any missing documentation.

4. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

5. Amounts disbursed to, or on behalf of, the AlamoRMA pursuant to this Agreement and attributable to any of the Toll Projects must be repaid to TxDOT upon the occurrence of any of the following:

- a. a Toll Project is transferred to the AlamoRMA pursuant to the requirements of Transportation Code, §228.151 and administrative rules adopted thereunder provided that the repayment obligation relates only to those funds advanced for the project transferred; or
- b. an agreement for a Toll Project is executed which grants the AlamoRMA a right to share in project revenues, provided that the authority shall not be obligated to pay to TxDOT more than ten percent (10%) of the project revenues it receives in any single calendar year, such obligation to continue until the full amount disbursed by TxDOT under this Agreement

is repaid and further provided that the repayment obligation relates only to those funds advanced for the project transferred.

6. In the event any or all of the Toll Projects is not developed by the AlamoRMA, all work product associated with the Toll Project(s) not developed by the AlamoRMA and procured with funds granted under this Agreement shall, at TxDOT's request, be transferred to the department, along with all right, title and interest in and to such work product.

7. The AlamoRMA will comply with applicable state and federal law in the performance of its work under the agreement and will comply with any other applicable provision of the Toll Equity Rules relating to the performance of work. The AlamoRMA shall not initiate any procurement process for construction of one or more of the Toll Projects until the project has been transferred by the Commission to the AlamoRMA and a project development agreement for that project is executed by TxDOT and the AlamoRMA.

8. The AlamoRMA will maintain its books and records relating to the Toll Projects and the financial assistance provided under the agreement in accordance with the requirements of 43 TAC § 27.55(b)(2), and will comply with the audit requirements and other requirements relating to project records in 43 TAC § 27.55(b).

9. Nothing herein shall be construed as an approval of the Toll Projects.

10. Nothing herein shall excuse compliance, if applicable, by the AlamoRMA with any or all environmental permits, issues and commitments necessary for development and ultimate operation of the Toll Projects.

11. Any funds not expended by December 31, 2012 will no longer be available to the AlamoRMA.

This Agreement shall be effective as of the _____ day of _____, 2007.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Michael Behrens, Executive Director

ALAMO REGIONAL MOBILITY AUTHORITY

By: _____
Terry M. Brechtel, Executive Director

Attachment A to Financial Assistance Agreement

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: TxDOT will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket “reissue fee” is reimbursable only if the change was at TxDOT’s request or change in meeting because of TxDOT.

Personal Automobile Mileage: Up to the state approved rate of **44.5 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable. Legible itemized receipts are required.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day or** current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. Legible itemized receipts are required. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable such as: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). *Tips and alcohol are not reimbursable.*

ALAMO REGIONAL MOBILITY AUTHORITY

FINANCIAL STATEMENTS

July 31, 2007

Board of Directors Reports

ALAMO
REGIONAL MOBILITY AUTHORITY

Balance Sheet

July 31, 2007

ASSETS

Current Assets:	
Cash and cash investments	135,893
	<hr/>
Total Current Assets	135,893
Other Assets:	
Prepaid Insurance	2,138
Security Deposit	5,514
Other Prepaid Expense	113
	<hr/>
Total Other Assets	7,765
Total Assets	<u>143,658</u>

LIABILITIES AND FUND EQUITY

Current Liabilities:	
Accounts Payable	-
Accrued Expense	889,500
Accrued Vacation Time	8,551
	<hr/>
Total Current Liabilities	898,051
Other Liabilities:	
Bexar County Loan #1 Payable	250,000
Bexar County Loan #2 Payable	500,000
City of San Antonio Loan #1 Payable	500,000
TxDOT Financial Assistance Agreement #1	602,971
TxDOT Financial Assistance Agreement #2	3,508,311
Accrued Interest	94,098
	<hr/>
Total Other Liabilities	5,455,380
Total Liabilities	<u>6,353,431</u>
Fund Deficit:	
Retained Deficit	(2,836,994)
Unreserved - Net loss	(3,372,779)
	<hr/>
	(6,209,773)
Total Liabilities and Fund Deficit	<u>143,658</u>

These financial statements are unaudited and for management's use only.

ALAMO
REGIONAL MOBILITY AUTHORITY
Statement of Revenue, Expenses and Changes in Fund Deficit
For the period ending July 31, 2007

	ACTUAL MONTH	ACTUAL FISCAL Y-T-D	BUDGET FISCAL Y-T-D	ACTUAL VS. BUDGET VARIANCE FISCAL Y-T-D
Non-Operating Income:				
Interest Income	946	7,425	7,099	326
Total Non-Operating Income	946	7,425	7,099	326
Operating Expenses:				
Salary, Benefits and Retirement Expense	54,435	439,887	447,587	7,700
Payroll Tax Expense	3,234	26,680	26,912	232
Travel & Conference	2,419	16,459	15,719	(740)
Insurance Expense	612	6,975	7,189	215
Website Maintenance	-	125	157	32
Telephone	873	8,770	8,839	69
Supplies	126	4,698	5,686	988
Printing	70	9,084	11,020	1,936
Postage	72	829	946	118
Equipment	1,495	9,187	8,866	(320)
Subscriptions	-	272	80	(192)
Office Space	5,985	57,493	57,494	1
Meeting Expense	96	3,193	3,407	214
Memberships	-	2,375	2,375	-
Professional Services	326,455	2,754,863	3,065,521	310,658
Advertising	-	453	567	114
Miscellaneous Expense	179	1,621	1,616	(5)
Total Operating Expenses	396,049	3,342,961	3,663,981	321,020
Loss From Operations	(395,103)	(3,335,536)	(3,656,882)	(321,345)
Nonoperating Expenses:				
Interest Expense	3,171	31,710	31,710	-
Total Non-Operating Expenses	3,171	31,710	31,710	-
Equipment Purchases	-	5,533	6,137	604
Net Loss	(398,274)	(3,372,779)	(3,694,729)	(321,950)
Retained deficit at October 1, 2006		(2,836,994)		
Retained deficit at July 31, 2007		(6,209,773)		

Note 1: Professional Services for the month and year-to-date also include accruals for services provided, but not paid, and are as follows:

	July		Y-T-D
HNTB	287,495	HNTB	2,393,735
Garza Gonzalez	-	Garza Gonzalez	9,800
Locke Liddell/Loeffler	17,943 (*)	Locke Liddell/Loeffler	135,381 (*)
Jim Griffin	6,016	Jim Griffin	47,181
Carrie Conner	-	Carrie Conner	28,765
Estrada Hinojosa	15,000	Estrada Hinojosa	120,000
Innovative Strategies	-	Innovative Strategies	5,000
COSA Disparity Study	-	COSA Disparity Study	15,000
	326,455		2,754,863

(*)Locke Liddell/Loeffler FY07 cash expenditure ratio 86/14%; FY06 ratio 78/22%

ALAMO REGIONAL MOBILITY AUTHORITY

Statement of Cash Flow
For the period ending July 31, 2007

OPERATING ACTIVITIES:

Loss from operations	(\$3,372,779)
Adjustments to reconcile loss from operations to net cash used by operating activities:	
(Increase) Decrease in prepaid insurance	(1,380)
(Increase) Decrease in other prepaid expense	(20)
Increase (Decrease) in accounts payable	(103,316)
Increase (Decrease) in accrued expense	(155,659)
Net cash provided by Operating Activities	<u>(\$3,633,153)</u>

FINANCING ACTIVITIES:

Increase (Decrease) in interest payable	31,710
Increase (Decrease) in Loans Payable - TxDOT FAA #1	395,569
Increase (Decrease) in Loans Payable - TxDOT FAA #2	3,087,138
Net cash provided by Capital and Related Financing Activities	<u>3,514,417</u>

Net cash increase (decrease) for period (\$118,736)

Net increase (decrease) in cash and cash investments	
Cash and Cash Investments, October 1, 2006	254,628
Cash and Cash Investments, July 31, 2007	135,893
	<u>(\$118,736)</u>



GEC ACTIVITIES REPORT

July, 2007

JULY HIGHLIGHTS and DELIVERABLES:

SH 16 (Bandera Road) - Environmental Impact Statement process is ongoing.

- Submitted and Notice of Intent and Project Initiation letters, currently under review by TxDOT and FHWA
- Revised Draft Project Coordination Plan
- Continued with the development of the affected environmental chapter of the EIS.
- Alternative Analysis continued.

Conceptual Alternatives refinement continued for the Wurzbach Parkway/US 281 Interchange. Continued Wurzbach Parkway alternative evaluation and development included:

- Resumed developed of the schematic design, focusing on the Wurzbach Parkway mainlanes.
- Initiated traffic operations analysis of the current interchange option
- Completed internal draft of the Supplemental Environmental Assessment for the Wurzbach Parkway Corridor
- Completed field efforts for the archeological field survey – no significant findings.

Revised workplans and budgets were developed for AlamoRMA's 2007-2008 budget.

System tolling details and requirements are being review and developed including coordination with TxDOT on previously designed projects, research of other agencies' designs and processes, and development of recommendations on gantry designs.

DETAILED SUMMARY OF ALL ACTIVITIES

Project Management and Administration

- Periodic overview of project activities and status of work tasks, and prepared Monthly Project Progress Reports.
- Continued work on Subconsultant agreements and administrative activities to execute agreements and Work Authorizations, with required documentation.
- Attended AlamoRMA Regular Board of Directors Meeting on July 11, 2007.
- Misc Meetings concerning work plan and upcoming projects
 - July 13- Meeting with TxDOT
 - July 16 – Meeting with TxDOT
 - July 16 – Meeting with Dale Stein
 - July 26 – Meeting with Pat I, Dale S, Jim G
- Weekly progress update meetings with Pat Irwin

Public Information/Awareness/Marketing Program

The Public Involvement effort and program deals with all projects in the proposed added capacity tolled lane system, including Wurzbach Parkway, Bandera Rd, I-35 and US 281/ Loop 1604 CDA discussions. Presentations, graphics, talking points, and other related materials all include and provide information on all of these projects.

Specific activities and ongoing work for the Public Involvement / Outreach Program included:

- Attended meetings with AlamoRMA staff to develop the Work Plan for future public involvement activities
- Continued planning for next Bandera Road and Wurzbach Parkway public meetings.
- Met with select Working Group members to discuss project issues. Initiated preparations for the eighth Community Working Group Meeting tentatively scheduled for August.

Toll System Transfer Projects Implementation

Project Management and Program Implementation

- Continued with the preparation of additional subconsultant agreements for execution for the various work authorizations executed by the Authority.
- Reviewed the current status of active authorizations and refined/updated Project Schedules for implementation of the SH16, the US281/Wurzbach Parkway Interchange, IH35, US 281 Construction, and Loop 1604 Procurement Projects.

- Assisted the RMA in developing anticipated budget needs through the year 2010 for planning purposes.
- System tolling details and requirements are being review and developed including coordination with TxDOT on previously designed projects, research of other agencies' designs and processes, and development of recommendations on gantry designs.

SH16 Toll Project

Development of the Environmental Impact Statement is continuing for the SH16 Toll Project. In addition, technical evaluation of the numerous alternative concepts continued with a focus on traffic analyses to evaluate the impacts on mobility in the Corridor. Significant efforts continued to re-focus the efforts of the Community Working Group in the SH16-Bandera Road Alternatives Analyses and Project Development process as a result of the lengthening of the project schedule for the EIS process.

- Continued with the technical evaluation of the various alternatives that have been identified based on the evaluation criteria and Preliminary Evaluation Matrix with a focus on traffic analysis.
- Continued with the development of the affected environment sections for the environmental document for SH 16, including field investigations.
- Continued the historic structures survey
- Revised draft of the Project Coordination Plan in response to RMA staff comments in support of the EIS effort.
- Submitted Notice of Intent and Project Initiation Letter in support of the EIS effort.

US 281/Wurzbach Parkway Interchange Toll Project.

Efforts on US 281/Wurzbach Parkway included the continued development of the Supplemental Environmental Assessment, including completing the first phase of the archeological field work. It should be noted that the preliminary archeological survey results have not found any sites that should merit further testing. Traffic operations analysis was initiated on the current interchange concept. Schematic design efforts resumed, focusing on the mainlanes of Wurzbach Parkway.

- Developed internal draft of the Supplemental Environmental Assessment for the Wurzbach Parkway Corridor.
- Made refinements to previously developed interchange concepts.

GEC Activities Report
July 2007

- Refined cost estimates and reviewed project information from adjacent TxDOT projects.
- Continued field survey for historic structures.
- Completed field surveys for archeological.
- Initiated traffic operations and drainage analysis of the current interchange option for US 281 and Wurzbach Parkway.

Alamo Regional Mobility Authority
General Engineering Consultant Services

GEC TEAM WORK AUTHORIZATION STATUS - as of July 27, 2007

Work Auth. No.	Work Authorization - Description	BUDGET STATUS				REMARKS
		Amounts under Commitment	Costs to be billed through 07/27/07*	BALANCE	% COMPLETE	
Project Management		\$1,063,031	\$876,903	\$186,128		
1	General Engineering Services / Timeline	\$23,943	\$23,943	\$0	100%	Work Complete
3	General Engineering Services / Implementation Planning	\$24,508	\$24,508	\$0	100%	Work Complete
9.1	Project Management	\$989,947	\$803,819	\$186,128	83%	Ongoing Tasks - Management / Administration / Coordination
10	General Engineering Assistance	\$24,633	\$24,633	\$0	100%	Work Complete
Public Involvement Program		\$1,049,946	\$623,508	\$426,438		
2	Phase 1 - Public Surveys & Key Messages	\$69,982	\$69,982	\$0	100%	Work Complete
4	Phase 1A - Message Delivery & Media	\$292,160	\$292,160	\$0	100%	Work Complete
11	Phase 1B - Public Involvement & Outreach	\$687,804	\$261,366	\$426,438	38%	Ongoing Tasks - Public Outreach efforts and media contacts
TxDOT US281/Loop 1604 Project CDA Procurement		\$13,984	\$13,984	\$0		
5	Initial CDA Evaluation	\$13,984	\$13,984	\$0	100%	Work Complete
IH35 Project Development		\$610,842	\$610,842	\$0		
6	Development of Work Plan and Schedule for IH35 Project	\$24,611	\$24,611	\$0	100%	Work Complete
9.5	IH 35 Toll Project - Phase 1	\$586,231	\$586,231	\$0	100%	Work Complete
SH16 (Bandera Road) Project Development		\$2,774,249	\$1,071,191	\$1,703,058		
7/7.1	Development of Work Plan and Schedule, Data Analysis	\$40,223	\$40,223	\$0	100%	Work Complete
9.2	SH 16 Toll Project - Phase 1	\$628,699	\$624,350	\$4,349	100%	Work Complete
9.6	SH 16 Toll Project - Phase 2	\$1,892,760	\$265,041	\$1,627,719	17%	Ongoing Tasks - EIS Development and Alternatives Studies
12	Bandera Road Community Working Group Process	\$212,567	\$141,577	\$70,990	68%	Ongoing Tasks - Community Working Group process
US281/Wurzbach Parkway Inter. Project Development		\$1,265,587	\$519,246	\$746,341		
8/8.1	Development of Work Plan and Schedule for US281/WP Project	\$36,319	\$36,319	\$0	100%	Work Complete
9.3	Wurzbach Parkway	\$95,431	\$95,431	\$0	100%	Work tasks moved to 9.3F
9.3F	Wurzbach Parkway and Interchange Project	\$1,124,270	\$377,929	\$746,341	37%	EA development, Schematic development
9.4	Wurzbach Parkway Preliminary Cost Study	\$9,567	\$9,567	\$0	100%	Work tasks moved to 9.3F
Project Summary Status		\$6,777,639	\$3,715,673	\$3,061,966		

* Figures do not include outstanding subconsultant invoices

**Alamo Regional Mobility Authority
 General Engineering Consultant Services
 DBE Distribution - Through 07/27/07**

Total Contracted to Date		\$	6,777,639.00
DBE Committed to Date	34%	\$	2,323,937.75
Invoiced to Date (through 07/27/07)		\$	3,575,765.40
DBE Invoiced to Date	35%	\$	<u>815,841.40</u>

SUPPORTING INFORMATION

	Contracted	Anticipated	Invoiced
Baselice & Associates	\$ 28,000.00	\$ -	\$ 28,000.00
Bender Wells Clark Design	\$ -	\$ -	\$ -
Crespo Consulting Services	\$ -	\$ -	\$ -
Intrinsic Consulting	\$ 11,000.00	\$ -	\$ 3,140.45
MDLG & Associates	\$ 24,000.00	\$ -	\$ 12,750.00
Muniz-Puente	\$ 2,520.00	\$ -	\$ 2,520.00
Poznecki-Camarillo & Associates	\$ 189,093.00	\$ 848,735.00	\$ 44,706.80
RJ Rivera & Associates	\$ 647,945.00	\$ 175,316.00	\$ 520,819.66
Rodriguez Transportation Group	\$ 62,185.00	\$ -	\$ 28,596.34
Translation Focus	\$ 14,794.75	\$ -	\$ 4,828.65
Vickrey & Associates	\$ 172,157.00	\$ 148,192.00	\$ 170,479.50
Ximenes & Associates	\$ -	\$ -	\$ -
Total	\$ 1,151,694.75	\$ 1,172,243.00	\$ 815,841.40



ALAMO RMA
Alamo Regional Mobility Authority
"Moving people faster"

August 2007 Alamo RMA Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Planning Committee Meeting	2	3	4
5	6	7	8 Alamo RMA Board of Directors Meeting – TransGuide Presentation to GRI – L. Alloway	9	10	11
12	13	14	15	16	17 Planning Committee meeting	18
19	20	21	22	23	24	25
26	27 J. Reed and T. Brechtel presentation to Frost Bank Advisory Committee MPO Monthly Meeting	28	29	30	31	



ALAMO RMA
Alamo Regional Mobility Authority
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September 2007 Alamo RMA Calendar

SUN

MON

TUE

WED

THU

FRI

SAT

						1
2	3 Labor Day Holiday – Alamo RMA Offices Closed	4	5 J. Reed and T. Brechtel presentation to the Wednesday Morning Breakfast Group	6	7 Planning Committee Meeting	8
9	10	<i>11 Meeting of the Bandera Road Working Group</i>	12 Alamo RMA Board of Directors Meeting - location TBA	13	14	15
16	17	18	19 Presentation to RMA Bankers Luncheon – B. Thornton, T. Brechtel	20	21 Planning Committee Meeting	22
23	24 MPO Monthly Meeting	25	26	27	28	29
30						



ALAMO RMA
Alamo Regional Mobility Authority
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October 2007 Alamo RMA Calendar

SUN

MON

TUE

WED

THU

FRI

SAT

	1	2	3	4	5 Planning Committee Meeting	6
7	8	9	10 Alamo RMA Board of Directors Meeting _ TransGuide	11	12	13
14	15	16	17	18	19 Planning Committee Meeting	20
21	22 MPO Monthly meeting	23	24	25	26	27
28	29	30	31			