

NOTICE OF MEETING

The Alamo Regional Mobility Authority (AlamoRMA) will convene on Wednesday, January 12, 2005 at 12:00 p.m. (Noon) in the Greater Kelly Development Authority Main Conference Room at 143 Billy Mitchell Blvd. Suite 6, San Antonio, Texas.

AGENDA

- 1) Call meeting to order.
- 2) Approval of Alamo Regional Mobility Authority Minutes for December 9, 2004.
- 3) Communications, including citizens who signed the register to speak.
- 4) Briefing and discussion on the development of Starter Toll Road System (TxDOT)
- 5) Discussion and appropriate action on the AlamoRMA's Legislative Agenda for the 79th (2005) Texas Legislative Session. (Tom Griebel)
- 6) Discussion and appropriate action on the Interlocal Agreement between City of San Antonio and the AlamoRMA. (Tom Griebel)
- 7) Briefing and discussion on the San Antonio Mobility Coalition Pass Through Financing Proposal. (Tom Griebel)
- 8) Discussion and appropriate action on the Policies and Procedures for Request and Approval of Transfer of Transportation Facilities. (Tom Griebel)
- 9) Discussion and appropriate action on the issuance of a Request for Qualifications for General Engineering Consultant Services. (Tom Griebel)
- 10) Discussion and appropriate action on the issuance of a Request for Qualifications for Financial Advisory Services. (Tom Griebel)
- 11) Discussion and appropriate action on Resolution Providing for Participation in the Supplemental Death Benefits Fund Program. (Tom Griebel/Jama Lopez)
- 12) Discussion and appropriate action on the financial statements for the period ending December 31, 2004. (Tom Griebel/Jama Lopez)
- 13) Presentation/briefing on AlamoRMA organization start-up progress. (Tom Griebel)

ALAMO REGIONAL MOBILITY AUTHORITY ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to the Greater Kelly Development Authority is accessible through the main entrance at 143 Billy Mitchell Blvd. Suite 6. Parking spaces reserved for the disabled are located at the main entrance.

Posted: January 6, 2005 11:00 a.m.

ALAMO REGIONAL MOBILITY AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT

The Alamo Regional Mobility Authority ("AlamoRMA") has received, or will receive, federal financial assistance from DOT, and as a condition of receiving this assistance, the AlamoRMA has signed an assurance that it will comply with 49 C.F.R. Part 26.

It is the policy of the AlamoRMA to ensure that Disadvantaged Business Enterprise (DBEs), as defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also AlamoRMA policy:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. to assist the development of firms that can compete successfully in the market place outside the DBE Program.

The AlamoRMA Executive Director has been designated as the AlamoRMA DBE Liaison Officer. In that capacity, the Executive Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the AlamoRMA in its financial assistance agreements with DOT.

The AlamoRMA has disseminated this policy statement to members of the AlamoRMA Board of Directors and all of the components of the regional mobility authority. AlamoRMA has also distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. Such distribution was undertaken via publication on the AlamoRMA web site (www.AlamorMA.org), by publication, and via reference in targeted mailings to DBE businesses in the region.



Tom Griebel, Executive Director

August 9, 2004
Date

ALAMO REGIONAL MOBILITY AUTHORITY

Meeting, December 9, 2004, Noon, in the Greater Kelly Development Authority, Main Conference Room, 143 Billy Mitchell Blvd., Suite 6, San Antonio, Texas

MEETING

1. Call meeting to order. Chairman B. Thornton called the meeting to order at 12:12 p.m. R. Diaz requested to be excused. Chairman Thornton recognized Henry Munoz as the new appointee from Bexar County Commissioners Court, Pct 1. Chairman Thornton administered the Oath of Office. H. Munoz also signed the Statement of Elected/Appointed Officials. H. Munoz spoke briefly of his professional and civic background. He said he looked forward to working on the RMA board, and hoped to make a contribution to our community regarding transportation issues. Chairman Thornton recalled, for the benefit of the audience, how the RMA had begun in April 2004 with appointments by Governor Perry and Bexar County Commissioners Court, the assignments of working committees, the development of the RMA's By-Laws and Procedures, and at today's meeting would take up formalizing the Five-Year Strategic Plan. He cited these accomplishments as milestones for the RMA.

2. Approval of Alamo regional Mobility Authority Minutes for November 15, 2004 and November 17, 2004. Chairman Thornton asked for a motion to adopt the minutes for the meetings of November 15, and 17, 2004. *R. Thompson made the motion to accept the minutes as prepared. J. Reed seconded. Motion passed.*

3. Communication, including citizens who signed the register to speak. There were no citizens signed to speak.

4. Discussion and appropriate action on approval of the Five-Year (2005-2009) AlamoRMA Strategic Plan. J. Reed, Planning Committee chairman, presented this item. He began by reviewing the many meetings of the Planning Committee. He thanked the transportation partners who participated and the individuals he credited with writing major portions of the plan. J. Reed described how the committee progressed through the process of developing the Strategic Plan. He presented the Strategic Plan to numerous organizations and also at public meetings, thus providing the opportunity for input into the plan. Many offered suggestions and support. Some endorsed the plan. He elaborated on the Mission, Vision, Goals, and Strategies of the plan. *J. Reed made the motion to accept the Five-Year Strategic Plan. R. Thompson seconded.* In discussion, J. Reed clarified the motion and said it pertained primarily to pages 18-34 of the plan.

MPO Director J. Walsh said her work on the committee was rewarding and she was able to see how the Strategic Plan would be integrated into the Metropolitan Transportation Plan and how the two plans compliment each other. TxDOT District Engineer D. Casteel spoke favorably about the Strategic Plan and said TxDOT would lend its support to the plan. S. Mitchell, Chief of Staff for the County Judge, said the development of the Strategic Plan is what Commissioners Court had asked of the RMA. The Strategic Plan is vital to the success of our community in terms of mobility and economic development. T. Griebel, AlamoRMA Executive Director, spoke about the participation of the transportation partners and how this group joined the RMA committee in development and writing of the Strategic Plan. He expects the plan to be published by January 2005. Chairman Thornton and R. Thompson thanked J. Reed, Planning Committee chairman, for his leadership and directing the committee through the numerous committee meetings, drafts, and presentations of the Strategic Plan. *Motion passed.*

5. Briefing and discussion on the development of Starter Toll Road System

(TxDOT). TxDOT representative J. Moczygamba briefed the board on the status of the Starter System. She referred board members to two handouts prepared for this agenda item which identify the initial starter system projects and the extensions. She provided a timeline for right-of-way acquisition. She said consultants are now under contract and working on plans for their respective projects. The plans are due at TxDOT by December 2005. Contracts will be “let” in FY 2006. The estimated cost for the projects is \$450 million dollars. Chairman Thornton emphasized that the minimal amount of land acquisition is important because it shows that new roads are not being built but rather new lanes will be constructed in existing right-of-ways.

6. Discussion and appropriate action on submitting an Application for a Financial Assistance Advance Toll Equity Grant to TxDOT. T. Griebel began discussion of this item by saying the board, at the August meeting, had authorized the executive director to proceed with the work necessary to develop the toll equity grant. At the August meeting he also advised the board that the RMA had to have ownership of the system. Since that meeting, he has learned from the TxDOT general counsel the intent of the grant was to allow the RMA to study the system in order to have a better understanding of how the RMA would proceed. He referred the board to three handouts which included a timeline, a projected 50-mile network of toll lanes, and the TxDOT starter system segment. He proposed to the board to undertake developing the western extension (from La Cantera where the starter system toll lanes will end to SH 151, which is approximately 10 miles). This would result in a 32 mile toll lane system helping generate funds to repay the revenue bonds. Construction costs are estimated at \$130 million. It would require selling approximately \$160 million in bonds. The RMA should apply for a \$20 million Advance Toll Equity Grant to acquire the right-of-way of the western extension, accomplish the traffic and revenue study for the entire 32 mile system and design for the 10 mile project. T. Griebel recommended that the board authorize the chairman to submit the grant application. The Texas Transportation Commission could approve the grant at their February 2005 meeting. Approval of the grant by the TxDOT Commission would signal the hiring of consultants to assist the RMA in moving forward with the western extension. Also, part of the grant request allows for the RMA to develop a strategic

development plan for the entire network. In closing he indicated that this grant is a very important step for the RMA to become an independent agency. *J. Reed made the motion to authorize the board chairman to prepare and submit an Application for a Financial Assistance Advance Toll Equity Grant to TxDOT in the amount of \$20 million. R. Thompson seconded. Motion passed.*

7. Discussion and appropriate action on the AlamoRMA's Legislative Agenda for the 79th Texas Legislative Session. T. Griebel briefed the board on the legislative agenda. He said he is not asking the board to vote today. This is a draft. He identified five items he felt the RMA needs to monitor and work with other RMA's in the development of legislation. He briefed the board on each item. A formal legislative agenda will be presented to the board at the January 2005 meeting.

8. Discussion and appropriate action on the Interlocal Agreement between Bexar County and the AlamoRMA. T. Griebel presented the Interlocal Agreement, Loan #2. He mentioned some of the particulars in the agreement and recommended the board approve the agreement thus providing the RMA to continue in operation. *H. Munoz made the motion to approve the Interlocal Agreement, Loan #2, between Bexar County and the AlamoRMA. General W. McBride seconded. Motion passed.*

9. Discussion and appropriate action on the financial statements for the period ending November 30, 2004. J. Lopez, Comptroller, briefed the board and answered questions regarding the financial statement for the period ending November 30, 2004. The documents reviewed included the "Statement of Expenses and Changes in Fund Deficit," "Balance Sheet," and "Statement of Cash Flow." *Chairman Thornton asked for a motion from the board to accept the financial statements for the period ending November 30, 2004. The motion was made by R. Thompson. J. Reed seconded. Motion passed.*

10. Discussion and appropriate action on opening an Investment Account through the AlamoRMA's Financial Institution. T. Griebel opened discussion on this item by saying the board had asked about the RMA making investments and the investment potential from the city and county loans. He said the board would have to authorize staff to open an investment account. He added that if the board so chooses, it should also set parameters and that the investments not be speculative. J. Lopez briefed the board on the information she has received from Frost Investment Services since the RMA has established a banking relationship with Frost Bank. Transfers can be made from the bank account to the investment account and she recommends the investments be in Money Market, U.S. Treasury paper, or U.S. Municipal Funds. This would insure high security but low growth, and the growth would not equal or exceed the interest cost. *General W. McBride made the motion to authorize the director to open an Investment Account with Frost Bank Investment Services and limit investments to Money Market, U.S. Treasury paper, or U.S. Municipal Funds. R. Thompson seconded. Motion passed.*

In a related financial item, T. Griebel advised the board that he had received correspondence from the executive director of TxDOT granting a waiver of the 2004

audit period for the AlamoRMA. An audit will be conducted next year for a fifteen month period.

11. Presentation/briefing on AlamoRMA organization start-up progress.

For the purpose of discussion, T. Griebel presented a draft organizational chart and a draft of the AlamoRMA start up development chart. The organization chart envisions the RMA staffing over the next 12 months. He identified the permanent staff positions and contractual consultants along with a proposed hiring schedule. He indicated that he plans to formalize the organizational chart and will prepare a draft in late 2005 for staffing and consultant projections through December 2006. He also mentioned the need to find office space to house the RMA offices. He anticipates the RMA relocating to new offices in April 2005. T. Griebel advised the board he will be meeting with the special committee chaired by General McBride regarding hiring consultants.

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The AlamoRMA board did not meet in Executive Session

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There being no further business to come before the board, Chairman Thornton adjourned the meeting at 2:05 p.m.

APPROVED:

BILL THORNTON, CHAIRMAN
ALAMO REGIONAL MOBILITY AUTHORITY

DATE ADOPTED: _____

I hereby certify that the above and foregoing pages constitute the full, true and correct minutes of all the proceeding and official records of the Alamo Regional Mobility Authority at its regular meeting on December 9, 2004.

ATTEST: _____
M. CRISTINA RODRIGUEZ
SECRETARY/TREASURER

**Alamo Regional Mobility Authority (AlamoRMA)
2005 Legislative Agenda
79th Texas Legislature**

- 1. Monitor and support, when appropriate, legislation that will protect all transportation resources and revenues and the authority and flexibility achieved with HB 3588 and other transportation bills enacted by the 78th Texas Legislature.**

Background: Through HB 3588, the 78th Texas Legislature provided a series of new funding tools to expedite transportation projects to relieve congestion. These new funding tools include authority to establish Regional Mobility Authorities (RMA's), state participation in toll equity, the Texas Mobility Fund, and Proposition 14 bonding. According to the October 2004 "Report of Progress" for the Texas Metropolitan Mobility Plan, these tools have added more than \$12 billion in new funding to an anticipated base of \$68 billion from traditional funding sources projected by 2030. On a statewide basis, the new tools will allow 88 percent of mobility projects planned for the next 12 years to be built in half the time. In San Antonio, the new tools have resulted in \$964M in additional projects to the MPO's transportation plan.

Specific issues that have been identified, to date, that may affect the operations of the RMA are as follows:

- 1) Clarification of the point in the project planning and development process that a toll conversion occurs. (House Transportation Committee)
- 2) Expand authority of RMA's to permit the voluntary transfer of transit operations (and associated funding) from a local transit provider. (Texas Transportation Commission (TTC))
- 3) Modification to statutes to enhance the comprehensive development agreement process. (House Transportation Committee)

- 2. Monitor and support, when appropriate, legislation that would elimination or increase the statutory cap on the use of funds from the State Highway Fund for toll equity.**

Background: HB 3588 contains an \$800 million cap on the use of funds from the State Highway Fund for toll equity. House Transportation Committee and TTC has proposed repeal of this provision in order to provide additional flexibility to accommodate a growing list of current and proposed toll projects from Regional Mobility Authorities and TxDOT developed toll roads.

3. Monitor and support, when appropriate, legislation that would provide for uniform enforcement of toll violators.

Background: Currently Texas toll road entities operate under separate statutes with different enforcement authority for toll violators. The application of electronic toll collection system interoperability will support the application of consistent collection methods that will ensure that each entity receives the revenue for the use of their toll systems.

4. Monitor and support, when appropriate, legislation that would authorize TxDOT to provide a grant or loan to an RMA for start-up operating and administrative costs.

Background: TxDOT for an RMA is limited to advance toll equity funding for expenditures directly related to the development of a toll project. Senate Committee on Infrastructure and Security and Bexar County have proposed, either through legislation or rules, authorization for TxDOT to fund start-up operating and administrative costs.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN
ANTONIO, TEXAS AND THE
ALAMO REGIONAL MOBILITY
AUTHORITY**

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, and the ALAMO REGIONAL MOBILITY AUTHORITY (AlamoRMA) formally known as BEXAR COUNTY REGIONAL MOBILITY AUTHORITY (BCRMA), by and through its Board of Directors (Board of Directors). This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the “Interlocal Cooperation Act”, as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments. CITY OF SAN ANTONIO, TEXAS and ALAMO REGIONAL MOBILITY AUTHORITY shall collectively be referred to as the “PARTIES.”

WITNESSETH

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that one or more agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefits of the parties; and

WHEREAS, the City is authorized by state law to construct and maintain roads and bridges within the City of San Antonio; and

WHEREAS, the County by resolution dated August 12, 2003 authorized the Bexar County Judge to petition the Texas Transportation Commission (the “**Commission**”) for the creation of the Alamo Regional Mobility Authority (AlamoRMA); and the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the “**Act**”) and TAC Chapter 26 (**RMA Rules**), by minute No. 109523, dated December 18, 2003, authorized the creation of the AlamoRMA; and

WHEREAS, the City of San Antonio by resolution dated October 19, 2003 authorized support of the Petition of Bexar County for Authorization to Form a Regional

Mobility Authority and supported the establishment of such entity for Bexar County and the San Antonio Metropolitan Area.

WHEREAS, the AlamoRMA has agreed pursuant to its application to the Commission to study the feasibility of establishing a toll network of roads within Bexar County; and

WHEREAS, the AlamoRMA is seeking funds to pay for its initial start-up and operating expense, until such time as the AlamoRMA can obtain sufficient revenues to fund its own operations internally; and

WHEREAS, the City has agreed to provide a loan to the AlamoRMA in order to pay for various expenses associated with the creation and initial funding of the AlamoRMA; and

WHEREAS, the AlamoRMA's Board of Directors have been appointed and the AlamoRMA is now operational; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned parties agree as follows:

ARTICLE I

PURPOSE

1.01 The AlamoRMA is authorized to fund its operations, *inter alia*, through the acceptance of grants and loans, the issuance of revenue bonds, gifts and other contributions for any purpose of the Act.

1.02 The purpose of this Agreement is to memorialize an understanding under which the City will assist the AlamoRMA by making available a loan of funds to support the AlamoRMA's organization efforts and to outline the roles, responsibilities, relationships, and revenue distribution to be established as a result of this Agreement. The funds to be loaned to the AlamoRMA by the City are permitted under the authority of the Act and pursuant to Texas Constitution art. III, section 52.

1.03 The County in its petition to the Commission for the establishment of the AlamoRMA identified an approximately 50-mile toll road network as the initial project for the development of the AlamoRMA. The network includes new capacity on Loop 1604 from FM 471 (Culebra Road) to IH 35 (north), new capacity on US 281 from Loop 1604 (north) to the Comal County line, and new capacity in the Northeast (IH 35) Corridor from Loop 1604 (north) to the Central Business District. The AlamoRMA will implement additional capacity on the network and improve interchange operation on Loop 1604 at IH 10 and US 281 with the inclusion of new, direct connection ramps.

Any funds provided by City to the AlamoRMA pursuant to this Agreement shall be in furtherance of this network located in Bexar County only.

ARTICLE II

FINANCIAL ASSISTANCE

2.01 In order to provide the AlamoRMA with initial operating funds prior to the AlamoRMA obtaining other sources of financing or revenue as provided for in the Act, to finance a “**Transportation Project**” as that term is defined in the Act, the City Council on September 16, 2004, determined that the establishment of the AlamoRMA within Bexar County serves a valid public purpose, and accordingly approved an initial loan of funds to the AlamoRMA in the amount of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00) (the “Loan”)** for the purpose of assisting the AlamoRMA in its organization efforts. In the event that the parties agree at a later date that additional funding is necessary for ongoing operations, the parties shall execute new agreements evidencing that indebtedness. Should the AlamoRMA request additional funding, the request shall be submitted as part of the City’s annual budget process no later than July 1st of each calendar year. The request shall be submitted to the Director of the Public Works Department no later than May 1 of any calendar year in order to be requested as part of the City budget for the fiscal year commencing October 1 of that year. The request shall be accompanied by a budget proposal outlining how the funds will be utilized.

2.02 Interest on the amount of the Loan shall accrue from the deposit date at the rate of 2.97% simple interest per annum, and shall compound at the rate of 2.97% per annum on the Deposit Date of each succeeding year until such time as the Loan amount and any accrued interest thereon is paid.

2.03 The parties to this Agreement agree that the Loan provided for herein shall be reimbursed in total from the proceeds of the first available revenues received by the AlamoRMA to construct the Transportation Project, or from any other lawful funds of the AlamoRMA. If bonds are issued for the acquisition and construction of the first Transportation Project undertaken by the AlamoRMA, the initial proceeds from the bonds shall be used to retire the Loan and any interest accrued thereon in full upon their issuance. In the event a third-party builds the Transportation Project, other than the Texas Department of Transportation ("TxDOT"), the City shall receive funds sufficient to pay the Loan amount and any interest due thereon in its entirety within sixty days of execution of the agreement between AlamoRMA and the third-party. A provision reflecting this obligation shall be included in such agreement. In the event statutory authorization for funding is provided for administrative support of the AlamoRMA by TxDOT, the City shall receive as part of the agreement between TxDOT and the AlamoRMA, funds sufficient to pay the loan amount and any interest thereon in its entirety within sixty days of the availability of funds by TxDOT to the AlamoRMA. Notwithstanding any other provision contained in this Agreement, (a) the Loan funds shall be utilized to enhance the health and welfare of the citizens of the City and to

further the goal of efficient transportation in the City, and (b) AlamoRMA shall repay the Loan in full, including any interest due thereon, no later than September 1, 2010.

2.04 Any partial payments made to the City by the AlamoRMA in payment of the Loan shall first be applied to reduce the amount of any accrued interest thereon and subsequently to the principal amount of the Loan.

2.05 The Loan and this Agreement is contingent upon passage of an Ordinance by City authorizing the execution of this Agreement and appropriating funds for the Loan.

Neither City, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of the City makes any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of City. The failure of City to appropriate sufficient funds will not cause City to be in default under this Agreement, and AlamoRMA's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE III

ROLES AND RESPONSIBILITIES

AlamoRMA's RESPONSIBILITY:

3.01 AlamoRMA agrees to perform and comply in accordance with all federal, state, and local laws and ordinances applicable to the work or services performed pursuant to this Agreement and the operation of the AlamoRMA.

3.02 AlamoRMA will coordinate with Bexar County Commissioners Court to ensure that the City's interests are represented on the Board of Directors. Further, AlamoRMA agrees to cooperate with and support the terms of any agreement between Bexar County and the City to further the purposes and provisions of this section.

3.03 AlamoRMA shall on a quarterly basis submit a report detailing how the AlamoRMA has expended any and all of the Loan funds received under this Agreement during the past quarter. The City reserves the right to audit any and all of the AlamoRMA's records pertaining to the Loan funds received pursuant to this Agreement. AlamoRMA shall use generally accepted state and federal accounting procedures to account for all of the Loan funds. AlamoRMA will make all of its accounting records available at reasonable times to the City for audit and inspection throughout the term of this Agreement and the City Council or the City Auditor's Office may request during the term of this Agreement, at their sole discretion, any additional reporting documents they deem appropriate. In addition, AlamoRMA agrees to maintain and preserve the accounting records pertaining to the Loan funds for a period of two years after the termination of the Agreement, and the City shall have the right to audit and review these records at reasonable times, during this period. This provision shall survive the termination of this Agreement.

3.04 This Agreement shall provide City the following benefits:

- Increase the voice of the citizens of San Antonio in the decision making process regarding solutions to traffic congestion in the metropolitan area.
- Allow the City to enter into an investment partnership in the proposed twenty-two mile starter system which could ultimately relieve congestion in severely impacted areas and provide a transportation alternative for those who wish to utilize this new infrastructure.
- Provide for increased mobility and congestion mitigation which benefits commuters utilizing the toll system and other citizens of San Antonio.
- Provide the local community an alternative funding base independent of State funding allocations, which have historically been under funded in San Antonio, and creates a revenue source without a tax or fee increase.
- Improve arterial streets that connect to the toll network are anticipated which could redirect funds designated for those areas to other areas not impacted by new infrastructure.
- Allow for a long-term effect of decreasing the relative amount of vehicle traffic on the arterial and collector surface street network that more properly belongs on the freeway network thereby reducing the City's burden for additional capital and maintenance infrastructure costs.
- Allow for future implementation of intelligent transportation systems such as Smart-Card technology to be used with City/County Parking System, Airport and VIA Bus System.

CITY'S RESPONSIBILITIES:

3.05 Through the provisions of this agreement, the City proposes to provide the following benefits to the AlamoRMA:

- Reflect the City's willingness to participate in an investment partnership with AlamoRMA for improvement of transportation within San Antonio.
- Ensure adequate and dedicated representation on the AlamoRMA Board of Directors.
- Ensure the City collaborates, coordinates, and communicates throughout the developmental and implementation process.
- Provides resources to assist with the strategic planning efforts
- Serves as an engineering consultant on issues of connectivity.
- Provides assistance in the selection of AlamoRMA consultant services.
- Ensure connectivity of AlamoRMA facility and existing local streets and intersections, ensure proper signalization and traffic operations.
- Advocates on behalf of the AlamoRMA and assists in the public relations and marketing process including a link to AlamoRMA website on the City's portal and directing media inquiries to the appropriate project designee.

ARTICLE IV

DEFAULT

4.01 In the Event AlamoRMA does not repay the Loan as set forth in Article II, the City may declare AlamoRMA in default. AlamoRMA shall be responsible for reimbursing the City for all costs or other losses of funds resulting from any default or failure to perform by AlamoRMA. The AlamoRMA acknowledges and agrees that the City has no adequate remedy at law to enforce this Agreement and therefore legal and/or equitable relief (including mandatory injunctions requiring AlamoRMA to perform its obligations hereunder) is appropriate, at the City's option, upon a default by AlamoRMA under this Agreement.

ARTICLE V

TERM & TERMINATION

5.01 The parties understand and agree that this Agreement shall remain in force and effect until such time as any Loan funds advanced to the AlamoRMA by the City under this arrangement are repaid in full, including interest, or such earlier time if terminated by City. In order to accomplish this in accordance with the requirements of Chapter 791 of the Government Code, this Agreement shall be for a term of one year and shall automatically renew itself annually thereafter, unless the City terminates it earlier. The City may terminate this Agreement at any time by providing reasonable advance written

notice to AlamoRMA. Upon termination the Loan and any interest accrued shall be due and payable in full.

ARTICLE VI

INDEMNIFICATION

6.01 AlamoRMA, to the extent permitted by law, agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the AlamoRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the AlamoRMA or any agent, employee, official, or contractor of the AlamoRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

ARTICLE VII

LEGAL CONSTRUCTION

7.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII

AMENDMENTS

8.01 Any changes in the character, agreement, terms, or responsibilities of the parties must be made through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties.

ARTICLE IX

SUCCESSORS & ASSIGNS

9.01 This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including, without limitation, any successor agency of a party. AlamoRMA is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third-party without the advance written approval of the City. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the City shall be void and may be grounds for termination of this Agreement.

ARTICLE X

RELATIONSHIP OF THE PARTIES

10.01 Nothing in this Agreement shall be deemed or construed by the parties, or any third-party, as creating the relationship of principal and agent or joint venture, or partnership for purposes of actions between the parties.

ARTICLE XI

INTERPRETATION

11.01 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE XII

SIGNATORY AUTHORITY

12.01 Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third-party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the State and the City, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

ARTICLE XIII

NOTICES

13.01 Any notice, notification instrument, document, or information (collectively, a “Notice”) which is required, provided, or permitted to be sent, furnished, or delivered pursuant to the provisions of this Agreement, must be in writing. If a Notice is sent by telecopier, it must be properly addressed, reflecting the telecopier telephone number of the addressee(s), and must be transmitted by a telecopier which produces a dated confirmation message. If a Notice is sent by other than a telecopier, the Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipted for by a messenger or overnight delivery service, with instructions for delivery on the same day or the next day which is not a Saturday, Sunday or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested. The addresses and telecopier telephone numbers to which any Notice is to be sent are as follows:

AlamoRMA:

Executive Director

Alamo Regional Mobility Authority

143 Billy Mitchell Blvd., Suite 6

San Antonio, Texas 78226

Fax No: (210) 362-7807

CITY:

City of San Antonio

City Manager

P.O. Box 839966 / 1st Floor, City Hall

San Antonio, Texas 78283-3966

City of San Antonio

Director of Public Works

P.O. Box 839966

San Antonio, Texas 78283-3966

ARTICLE XIV

PRIOR WRITTEN AGREEMENTS

14.01 This Agreement is without regard to any and all prior written or oral contracts or agreements between the City and AlamoRMA regarding any other subject or matter and does not modify, amend, ratify, confirm or renew any such prior contract or agreement between the parties and this Agreement contains all agreements between the parties, and the parties shall not recognize any agreement not contained herein.

ARTICLE XV

OTHER SERVICES

15.01 Anything contained herein notwithstanding, the City shall not be obligated to fund any additional monies or provide any additional services.

ARTICLE XVI

GOVERNMENTAL IMMUNITY

16.01 Nothing in this Agreement shall be deemed or construed to waive, modify or amend any legal defense available at law or in equity to either party, nor to create any legal rights or claim on behalf of any third-party. Neither the City nor AlamoRMA waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE XVII

MULTIPLE COUNTERPARTS

1/11/2005

17.01 This Agreement may be executed by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

This Agreement is entered into this ____ day of _____, 2005.

CITY

AlamoRMA

CITY OF SAN ANTONIO

**ALAMO REGIONAL MOBILITY
AUTHORITY:**

J. ROLANDO BONO
Interim City Manager

BILL THORNTON
Chairman, Board of Directors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

LETICIA VACEK,
City Clerk

MARIA CRISTINA RODRIGUEZ
Secretary

1/11/2005

APPROVED AS TO LEGAL FORM:

ANDY MARTIN
City Attorney

ALAMO REGIONAL MOBILITY AUTHORITY

**POLICIES AND PROCEDURES FOR REQUEST AND APPROVAL OF
TRANSFER OF TRANSPORTATION FACILITIES**

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ALAMO REGIONAL MOBILITY AUTHORITY
POLICIES AND PROCEDURES FOR REQUEST AND APPROVAL OF
TRANSFER OF TRANSPORTATION FACILITIES

SECTION 1. PURPOSE.

These procedures are made and adopted pursuant to Texas Transportation Code (“Code”) §370.035 as well as Texas Department of Transportation (“TxDOT”) rules concerning the operation of regional mobility authorities (43 Tex. Admin. Code §26.01 *et seq.*; the “TxDOT RMA Rules”). Code §370.035 and TxDOT RMA Rules §§26.41-47 provide that a regional mobility authority (“RMA”) may request the Texas Transportation Commission to transfer a TxDOT owned and operated turnpike project that is part of the state highway system to the RMA. Both the Code and TxDOT RMA Rules require that an RMA adopt its own guidelines and criteria for approval of a transfer. The following policies and procedures are intended to be consistent with the relevant provisions of the Code and the TxDOT RMA Rules, and also to provide a process for public input to the Alamo Regional Mobility Authority (AlamoRMA) in connection to any proposed transfer.

SECTION 2. DEFINITIONS

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

1. Authority: The Alamo Regional Mobility Authority.
2. Board: The Board of Directors of the authority.
3. Commission: The Texas Transportation Commission.
4. Public Hearing: A hearing held after public notice is provided to solicit public input regarding transfer of a turnpike project to the authority.
5. Public Involvement: An ongoing phase of the request for transfer process which encourages and solicits public input, and provides the public the opportunity to become fully informed regarding the potential Transfer of a project.

7. Public Meeting: Informal discussions intended to allow an opportunity for (TxDOT) to provide project information to the public while receiving more informal public input.
8. Transfer: The conveyance of a TxDOT owned turnpike project on the state highway system to the AlamoRMA.
9. Turnpike Project: A project owned by TxDOT as defined in Code §361.001, or a project owned by the AlamoRMA as defined in Code §370.003.

SECTION 3. FORMAL REQUEST FOR AUTHORITY TRANSFER STUDY

A. Initiation of Transfer Study.

Upon request from a majority of the Board, a majority of the elected members of a county or municipality located within the boundaries of the Authority, or upon the recommendation of staff, the Board may authorize staff to study the possible Transfer of a transportation facility to the AlamoRMA.

B. Staff Analysis and Report Criteria.

If staff is directed by the Board to undertake the study of a potential Transfer as described in Section 3.A. above, staff will undertake the following activities:

1. analyze the impact of the proposed Transfer on mobility within the region or affected areas outside the region;
2. perform a preliminary financial feasibility analysis;
3. summarize and describe any known environmental, social, economic, or cultural resource issues related to the Transfer, such as impacts on wetlands and other water resources, endangered species, parks, neighborhoods, business, historic buildings or bridges, and archeological sites concerning the Transfer Project; *[\$26.41(b)(4)]*
4. summarize and describe any known controversies concerning the proposed Transfer; *[\$26.41(b)(5)]*
5. analyze and summarize expected impacts, if any, on businesses and residential areas that are impacted by the proposed Transfer; *[\$26.41(b)(5)]*

C. Report of Staff Findings; Public Input; Board Decision to Submit Request to Commission.

At either a regular or special Board meeting, staff shall present the analysis and findings according to the criteria listed in Section 3.B. above. Staff shall create a written report summarizing such findings, and shall be available at the meeting to answer questions from the Board. The Board shall also invite and receive public comment at the regular or special meeting where the staff report is presented. A summary of the staff written report shall be made available on the Authority's web site (www.AlamoRMA.org) at least three (3) days prior to the meeting at which a proposed Transfer shall be discussed and be subject to possible Board action.

D. Board Action to Initiate Transfer Request to Commission.

After review and consideration of both staff findings and public input regarding a proposed Transfer, the Board may direct staff to prepare and submit a formal request for Transfer to the Commission in accordance with the criteria and procedures set forth in Section 4 below. Alternatively, the Board may decline to pursue further action on the proposed Transfer, or may request additional analysis or study by a staff prior to Board action.

SECTION 4. REQUEST SUBMITTED TO COMMISSION

A. Request for Transfer. Upon Board approval under Section 3.D above, the Authority may request the Commission to approve a Transfer of a turnpike project to the AlamoRMA.

B. Authority Request to Commission.

A request submitted by the Authority to the Commission for a Transfer must be in writing and must include the following:

1. an explanation of how the proposed Transfer is an integral part of the region's overall plan to improve mobility in the region; [*§26.41(b)(1)*]
2. a statement that the Authority agrees to assume all liability and responsibility for the safe and effective maintenance and operations of the proposed Transfer; [*§26.43(a)(1)*]
3. a statement that the Authority agrees to assume all liability and responsibility for the compliance with all federal laws, regulations, and policies applicable to the proposed Transfer; [26.43(a)(2)]

4. an explanation of how the request complies with the Commission’s criteria that the proposed Transfer is in the interest of the public; [*§26.41(b)(2) & §26.43(a)(3)*]
5. a statement that the Authority agrees to assume all liability and responsibility for environmental permits, issues, and commitments (“EPIC”); [*§26.41(b)(2) & §26.43(a)(4)*]
6. copies of any completed studies concerning the proposed Transfer, if such studies are available at the time a request for the proposed Transfer is made; [*§26.41(b)(3)*]
7. a brief description of any known environmental, social, economic, or cultural resource issues, such as impacts on wetlands and other water resources, endangered species, parks, neighborhoods, business, historic buildings or bridges, and archeological sites concerning the proposed Transfer, and a description of any known controversies concerning the proposed Transfer; and [*§26.41(b)(4)*]
8. the name and address of any individuals or organizations known to be opposed to and a description of any known controversies concerning the proposed Transfer. [*§26.41(b)(5)*]

In addition to the mandatory request components listed above, the Authority may also consider including any information or formal statements that may be relevant to any of the Commission’s criteria for approval of a Transfer as set forth in Code §370.035 and TxDOT RMA Rules §26.43, *et seq.*

SECTION 5. PUBLIC INVOLVEMENT REGARDING COMMISSION DECISION ON AUTHORITY REQUEST FOR TRANSFER

A. Public Information. [*§26.42(a)*]

If the Commission determines that the proposed Transfer is an integral part of the region’s overall plan to improve mobility, TxDOT will, in accordance with Transportation Code §370.035 and TxDOT Rule §23.41, *et seq.*:

1. hold one or more public hearings in each county in which the project, which is the subject of the proposed Transfer, is located for the purpose of seeking oral comments; [*§26.42(a)(1)*]
2. hold one or more informal public meetings, to be held, if practicable, in the proposed transfer project area; [*§26.42(a)(2)*]
3. solicit written comments. [*§26.42(a)(3)*]

The Authority shall cooperate with TxDOT throughout the public information and input process, including having an Authority representative present at each public hearing or public meeting held by TxDOT related to the proposed Transfer.

B. Notice of Solicitation of Written Comments, Public Meeting, or Public Hearing.
[§26.42(b)]

Notice of a TxDOT solicitation of written comments, a public meeting or a public hearing regarding the proposed Transfer will be:

1. published in the *Texas Register*; [§26.42(b)(1)]
2. published in one or more newspapers of general circulation in the county in which the project, which is the subject of the proposed Transfer, is located; [§26.42(b)(2)]
3. published in a newspaper, if any, published in each of the counties comprising the Authority; [§26.42(b)(3)]
4. posted on TxDOT's website (www.dot.state.tx.us), with a link to the Authority website (www.AlamoRMA.org); [§26.42(b)(4)]
5. posted on the Authority's website with a link to TxDOT's website; [§26.42(b)(5)] and
6. published and posted at least ten (10) days prior to the date of the hearing or meeting. [§26.42(c)]

A notice published or posted as described in this Section 5 will inform the public of the Authority's request and that any studies submitted to the Commission by the Authority in support of the request are available for review at one or more designated offices of TxDOT, and can be found on the TxDOT web site and the Authority's website. The notice will provide links to the request and studies. However, TxDOT and the Authority will not make studies available on their respective websites if such posting is impracticable due to size of the files or other technical constraints. [§26.42(d)]

SECTION 6. COMMISSION APPROVAL OF AUTHORITY REQUEST; PRELIMINARY APPROVAL; FINAL COMMISSION APPROVAL

A. Commission Approval of Transfer. [§26.43]

Once the Authority has submitted a request for Transfer in accordance with Section 4, and after considering public input concerning the proposed Transfer received

under the procedures as outlined in Section 5, the Commission may vote to approve the proposed Transfer if it complies with the criteria identified in Transportation Code §370.035 and TxDOT Rule §26.43, *et seq.* The Commission may impose certain restrictions and/or conditions on the Transfer, including a requirement for reimbursement of the cost of the transferred project (unless the Commission finds that the transfer will result in a substantial net benefit to the state, TxDOT, and the traveling public that equals or exceeds the cost), and restrictions on the use of surplus revenue derived from the project which is the subject of the Transfer.

B. Preliminary Approval by Commission; Additional Authority Action. [§26.44]

1. Preliminary Approval by Commission.

The Commission may grant preliminary approval of a proposed Transfer with final approval conditioned on the completion of preliminary studies necessary for the Commission to make findings required to approve the Transfer. Preliminary studies may include, but are not limited to, social, economic and environmental studies and the preparation of traffic and revenue forecasts. The Commission may require the authority to pay for all or a portion of such preliminary studies. [§26.44(a) & (b)]

2. Formal Authority Approval Regarding Additional Preliminary Studies and Related Expenses.

If the Commission grants preliminary approval conditioned on the completion of certain preliminary studies, the Board must take formal action to authorize staff to conduct or coordinate the preliminary studies requested by the Commission, and must take formal action to approve any expenses the Authority is requested to pay related to completion of such studies.

3. Additional Public Hearings.

Once any additional preliminary studies requested by the Commission are complete, TxDOT will then hold one or more additional public hearings. TxDOT will publish and post notice of such hearing under the provisions of the TxDOT RMA Rules , and the Authority will assist TxDOT as required by such procedures. [§26.44 (c)]

4. Final Commission Approval of Transfer.

The Commission may grant final approval once it has all necessary information to issue a final approval as set forth in the TxDOT RMA Rules.

SECTION 7. AUTHORITY FINAL APPROVAL OF TRANSFER OF PROJECT FROM TXDOT.

A. Proposed Transfer Approval.

After the Commission approves a proposed transfer, the Commission and/ or TxDOT may propose that the transfer occur under certain terms and conditions. Such terms and conditions will be reflected in a Commission Minute Order.

B. Authority Approval and Acceptance of Transfer.

After a proposed Transfer is approved by the Commission, the Board of the Authority shall review any terms and conditions contained in the Minute Order.

C. Final Approval of Proposed Transfer by Authority.

If the Board finds that the proposed Transfer, as reflected in the Minute Order (including any terms and conditions identified therein by the Commission) is in the public interest and will help to fulfill the Authority's mission to improve mobility in the region, the Board may vote to accept the Transfer including the conditions set forth in the Minute Order. Such action will be taken at a regular or special meeting of the Board, and an opportunity for public comment will be provided prior to action by the Board.

D. Final Approval of Transfer

Final approval of the proposed transfer shall be forwarded by the Commission to the governor for final approval.

DRAFT 01/12/05

REQUEST FOR QUALIFICATIONS

BY THE

ALAMO REGIONAL MOBILITY AUTHORITY

FOR

GENERAL ENGINEERING CONSULTANT SERVICES

January 12, 2005

REQUEST FOR QUALIFICATIONS
ALAMO REGIONAL MOBILITY AUTHORITY
GENERAL ENGINEERING CONSULTANT SERVICES

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1.0 PURPOSE:

The Alamo Regional Mobility Authority, a regional mobility authority and political subdivision of the State of Texas (the “AlamoRMA”), requires the services of a qualified engineering firm to provide general consulting civil engineering services as the General Engineering Consultant (the “GEC”) for the AlamoRMA.

Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, the firms shall be requested to submit a response setting forth their qualifications for the anticipated work, and may, at the AlamoRMA’s sole option, be asked to make an oral presentation. The anticipated work is described herein and shall sometimes be referred to as the “services” in the context of this Request for Qualifications (the “RFQ”). All firms providing a response to this RFQ are hereinafter collectively referred to as the “Proposers” or, individually, as a “Proposer.”

2.0 PROJECT ASSIGNED:

The AlamoRMA intends to select a GEC which will operate as an extension of, and in complete coordination with, the AlamoRMA’s staff with respect to all projects which now or in the future are studied, constructed or operated by the AlamoRMA, including, without limitation, those identified on **Exhibit 1** attached hereto. To that end, the GEC shall be expected to represent and forward the interests of the AlamoRMA throughout all aspects and phases of the AlamoRMA's activities and shall, when and as requested by the AlamoRMA, fully support the AlamoRMA in its dealings with contractors and suppliers, the engineers and other advisors and consultants, the AlamoRMA's legal and bond counsels and accountants, financial advisors, traffic and revenue advisors, rating agencies and underwriters, governmental entities, landowners, and the public, all in accordance with the highest professional standards. As more specifically described in this RFQ, the GEC shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the AlamoRMA throughout the term of the GEC’s performance of the services.

3.0 SCOPE OF CONSULTANT SERVICES:

The services to be provided to the AlamoRMA are the usual broad, expert general civil engineering services provided to turnpike authorities such as the AlamoRMA. Such consulting civil engineering firms must be respected and recognized by USA turnpike authorities, institutional investors, rating agencies, trustee banks, and investment banks as possessing the multitalented turnpike planning, evaluation, financing, design engineering, investigatory, negotiation, public relations, socioenvironmental, advisory, and turnpike operational expertise required to plan, develop, deploy, and operate large turnpike projects. The GEC shall be required to perform all of those duties typically imposed on a general engineering consulting firm serving an indebted turnpike authority under a trust agreement setting forth the terms and conditions for

(i) operating the turnpike, (ii) securing the public and/or private debt of the turnpike authority, (iii) the priorities and sequencing of disbursements of toll revenues inclusive of debt service payments, and (iv) performing other duties prescribed by trust agreement. **Appendix A** to this RFQ lists the specific scope of consultant services that are to be provided by the GEC.

In addition, pursuant to the provisions of Title 43, Texas Administrative Code, Sections 370.305 and 370.306, the AlamoRMA may enter into a Comprehensive Development Agreement (“CDA”) to design and construct a turnpike project. CDA projects will be awarded under a competitive process that results in the selection by the AlamoRMA of the best value CDA proposal from those submitting for a specific turnpike project.

The AlamoRMA may, from time to time, receive unsolicited proposals from consortia for a specific turnpike project. The GEC shall be required to assist the AlamoRMA in evaluating unsolicited and solicited proposals from CDA consortia. The GEC may also be requested to assist the AlamoRMA in oversight and monitoring of the design, development, and delivery through completion of a CDA turnpike project.

It is not anticipated that the provision of CDA services provided by a consultant will be required initially of the GEC. However, GEC Proposers responding to the RFQ shall present their qualifications to deliver such services and describe their experience in providing such services. It is further anticipated that contractual fees negotiated with the highest ranked GEC Proposer will not include such CDA services. Should the AlamoRMA later require CDA services from its retained GEC, the AlamoRMA will issue a detailed scope of services for such and negotiate a contract supplement with its GEC.

4.0 LENGTH OF CONSULTANT SERVICES AND ASSIGNMENT OF WORK:

The resulting agreement with the GEC (the “Agreement”) shall provide for a five (5) year term, subject to the AlamoRMA's periodic review, approval and satisfaction with the GEC's performance and may be terminated by the AlamoRMA at any time upon a stipulated notice period, or extended upon agreement of both parties.

During the contract term, the AlamoRMA will request services on an as-needed basis through the issuance of work authorizations.

The GEC may be required to locate substantial members of its qualified personnel to sites proximate to the offices of the AlamoRMA.

5.0 CONTRACT PROVISIONS:

The following information is furnished to the Proposers for consideration during the preparation of their response to this RFQ. In accordance with the requirements of the Professional Services Procurement Act (Section 2254.001, et seq., of the Texas Government Code), the AlamoRMA shall not consider cost information in selecting the most highly qualified provider of the requested services but will be selected on the basis of demonstrated competence and qualifications.

- 5.1 PROFESSIONAL LIABILITY: The firm selected to perform the desired services must have professional liability insurance coverage of not less than \$5,000,000. If the present coverage is insufficient, the selected firm shall obtain additional coverage prior to the initiation of the work. The coverage must extend a minimum of three (3) years beyond the completion of the services.
- 5.2 SUBCONSULTANT SERVICES: Services assigned to subconsultants must be approved in advance by the AlamoRMA. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work shall remain with the GEC.
- 5.3 INSPECTION OF BOOKS AND RECORDS: The AlamoRMA, or any duly authorized representative of the AlamoRMA, may at all reasonable times inspect and examine the books and records of the GEC for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in the Agreement or (b) otherwise confirming the GEC's compliance with the terms of the Agreement. The GEC shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of the Agreement and for a period of three (3) years after the date of final payment thereunder.
- 5.4 OWNERSHIP OF PLANS: Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the plans, tracings, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and materials, and any part thereof, compiled or to be compiled by or on behalf of the GEC, together with all materials and data furnished to it by the AlamoRMA, shall at all times be and remain the property of the AlamoRMA and shall not be subject to any restriction or limitation on their further use by or on behalf of the AlamoRMA.
- 5.5 THE GEC: The GEC shall submit studies, reports of all types, specifications, and drawings in printed form and/or in an electronic form prescribed by the AlamoRMA.

6.0 THE RESPONSE:

Each Proposer should submit a detailed response to this RFQ and the detailed response shall be referenced to the specific sections of this document. The response shall include sufficient information to enable the AlamoRMA to fully evaluate the capabilities of the Proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted; the 25-page limit and other requirements exclusive of Appendices referenced herein described in Section 6.5.1 shall be enforced. Discussion of the firm's past experience which is not germane to the specified services shall not be included. The response shall specifically address the issues raised, and provide the information requested, under Sections 6.1 through 6.4 below. The response shall utilize and follow the order of the headings and subheadings employed under those Sections.

6.1 EXPERIENCE OF FIRM

6.1.1 History and Description of Firm

Each Proposer should provide a brief history and general description of its firm.

6.1.2 Overall Project Experience

The Proposer shall provide a listing of relevant projects accomplished within the past five (5) years, which list shall include the following:

1. Project name.
2. Project location.
3. Project manager(s) and key staff.
4. A brief description of the project and the work performed, which description shall clearly indicate the project's size and complexity.
5. Anticipated completion date of the general consulting civil engineering services currently under contract.
6. Description of general consulting , civil engineering services being performed, scope of work covered, contract values of each, terms of such contracts, percent complete of each as of April 2005 and number of personnel assigned to each by their practice specialties. Response to this item shall be included in an appendix.
7. Name, address, telephone number, and e-mail address of client contact to serve as reference.

By submitting a response and the foregoing information, the Proposer unconditionally authorizes the AlamoRMA to contact and confer with the indicated client contact(s) and other current or past employees of that client.

6.1.3 Experience Relevant to Turnpike Projects

The Proposer shall specifically identify and describe the firm's experience related to turnpike projects. Specifically, each Proposer should provide the total firm billings for the five (5) years preceding Fiscal Year 2005 in performing typical general consulting civil engineering services on turnpike projects, and briefly identify those projects. Project information previously provided in response to Section 6.1.2 should be summarized or incorporated by reference, rather than repeated in whole.

6.1.4 Regional Experience

The Proposer shall include information relative to the capabilities and resources of its Texas headquarters office, its office from which it proposes to perform the required services, its other Texas offices, and a listing of its Texas office resident personnel by discipline that would be assigned to provide the AlamoRMA. The Proposer should summarize any relevant experience working with transportation agencies and other governmental bodies operating in this region and/or with which the AlamoRMA would regularly work or interact, including the TxDOT, the Federal Highway Administration ("FHWA"), the Environmental Protection Agency, the United States Corps of Engineers and Bexar County.

6.1.5 Experience Providing Trust Agreement Services

The Proposer shall summarize its experience providing certifications, issuing reports, providing evaluations and otherwise performing services similar to those required for "general consulting civil engineers" under anticipated trust agreements.

6.1.6 Management and Coordination Experience

The Proposer shall describe its experience providing management and coordination services as is typically required to develop a turnpike project. This description shall specifically address the Proposer's record in delivering completed projects on time and on budget. Once again, project information previously furnished in response to Section 6.1.2 should be summarized or incorporated by reference, rather than repeated in whole.

6.2. APPROACH TO THE SERVICES

6.2.1 Proposed Approach - Quality, Schedule and Budget

The Proposer shall present its proposed approach for providing the desired services in accordance with the AlamoRMA's quality, schedule and budgeting requirements. The efficient use of manpower and materials shall be considered. The Proposer shall demonstrate the firm's quality control and quality assurance programs, and the policies and procedures followed to assure a complete, accurate, and quality product. The GEC shall be expected to operate with minimum oversight and direction from the AlamoRMA. The Proposers shall summarize methods to accomplish successful, timely and on budget development of turnpike projects with monitoring of methods and progress by the AlamoRMA. Also, innovative approaches for providing the services should be addressed.

6.2.2 Coordination

The Proposer shall discuss in detail the manner in which proper coordination and information exchange will be guaranteed among the AlamoRMA, other governmental bodies and its project site offices.

6.2.3 Turnpike Schedule Development and Utilization

The Proposer shall submit a suggested generic project schedule showing major activities/events and the proposed time-frames required to develop a typical turnpike project from concept to construction completion and acceptance. The GEC's proposed use of the schedule should be discussed. The Proposer shall demonstrate that it can perform critical path modeling using a recognized industry software package or software authorized or supported by the AlamoRMA.

6.3 STAFFING

6.3.1. Project Team Matrix and Staffing Plan

The Proposer shall submit a project team matrix which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and administrative services required. The Proposer shall identify the senior project manager with respect to the services, as more particularly described under Section 6.3.2 below. Project management and key technical personnel within each discipline shall be identified and addressed, as more particularly described under Section 6.3.3 below. Other items to be included in the discussion of the project team matrix are:

1. Staffing capabilities of the firm.
2. Staffing availability for the services by their practice specialties.
3. Key staff summary.
4. Key staff resumes (to be included in an Appendix and limited to one page per person).
5. List of job classifications by practice specialty to be used on the services, a position description for each classification, and identification of which job classifications are anticipated for each major work activity.

Personnel on retainer contracts or part-time employees will not be considered as employees of the Proposer. Special emphasis should be given to personnel with extensive prior experience in design of freeway systems or turnpikes conforming to standards adopted by governmental agencies, TxDOT, FHWA and other turnpike agencies.

In addition, the Proposer shall provide a summary, without identifying clients, of those significant active projects expected to be underway in its designated field office, or otherwise utilizing employees performing services for the AlamoRMA under the Agreement, during the calendar years 2005 through 2010. The summary should indicate the magnitude of fees involved, the percentages of completion of those applicable projects as of the date of the response, and staff levels by discipline that the Proposer has pre-committed to those projects, all in sufficient detail to evaluate the Proposer's ability to provide the level of staffing required for those assignments and the services sought under this RFQ.

Initially, the GEC shall be required to establish a turnpike site field office within the service area of the AlamoRMA staffed with managers and core staff to provide the following services:

1. Contract Support
2. Administrative Assistance
3. Advanced Project Development
4. Right-of-Way and Utilities
5. PS&E Management
6. Coordination of Construction Management Services and Administrative Requirements
7. Management and Coordination of Maintenance Services
8. Operations
9. Responsibilities under the future bond resolutions and trust agreements.

Ultimately, the AlamoRMA anticipates that most or all of the GEC's employees assigned to AlamoRMA work could office at a common AlamoRMA administration building. The GEC shall determine, subject to the AlamoRMA's review and approval, which and how many of said employees would office in the AlamoRMA's future facility so as to ensure the GEC's prompt and full performance of its obligations under the Agreement. Until the new AlamoRMA facilities are available, personnel assigned to AlamoRMA work may office at the GEC's field office.

6.3.2 Senior Project Manager

The Proposer shall identify and provide detailed relevant information concerning the senior project manager it intends to assign to the services for the duration of the Agreement. The Agreement shall restrict the ability of the GEC to substitute individuals for the senior project manager without the AlamoRMA's express approval. The Proposer should discuss what steps it intends to take in order to enhance continuity in this and other key staff positions. The senior project manager shall be a Texas licensed professional engineer or hold a similar license in another state and shall obtain a license in Texas within six (6) months.

6.3.3 Key Staff

The Proposer shall identify and provide relevant information concerning the remainder of the Proposer's intended project management and key technical personnel. At least one senior level manager shall be a Texas licensed land surveyor or hold a similar license in another state and shall obtain a Texas license within six (6) months.

6.3.4 Subconsultants

The Proposer shall address the AlamoRMA's desire and the necessity of subconsultant services in meeting its obligations under the Agreement. Where subconsultant services are proposed, the information specified in the first paragraph of Section 6.3.1 shall also be furnished for the subconsultant firm(s) in a separate appendix.

6.3.5 DBE Participation

It is the intent of the AlamoRMA to encourage the participation of Disadvantaged Business Enterprises (DBEs), minorities, women and small business enterprises in all facets of the AlamoRMA's activities. To this end, the extent to which DBEs, minorities, women and small business enterprises participate in the ownership, management and professional work force of a firm and/or subcontractors will be considered by the AlamoRMA in the selection of the GEC. Respondents shall submit a summary of the lead firm's affirmative action program and current firm profile with its responses to this RFQ as an appendix. All responses shall be in compliance with the AlamoRMA DBE Policy Statement which may be reviewed at www.AlamoRMA.org/policies.cfm. Each respondent shall include a statement that it has read, understands, and will comply with the policy.

The AlamoRMA encourages the participation of qualified locally owned businesses and DBE's as team members in the submission by the prime proposer.

6.4 OTHER APPROPRIATE DATA

Other data demonstrating the ability and experience of the Proposer in providing the specified services may be included in the Response. The Proposer is cautioned, however, to carefully consider the relevance of said additional data, particularly in light of the 25-page limit described in Section 6.5.1, so as to not omit or unduly abbreviate information specifically requested under Sections 6.1 through 6.3.

6.5 SUBMITTAL

6.5.1 Format

The response shall be submitted in bound volumes on standard 8½” x 11” paper. Charts and exhibits may be of a larger size, but must be folded to the standard size. All information must be assembled and indexed in the order indicated in Sections 6.1 through 6.4, together with Appendices referenced herein shall be separately bound. The response shall be limited to twenty-five (25) pages, single-sided and shall include typed text, graphics, charts and photographs (except when found on section dividers and not referenced in the text). Minimum type or font size for text shall be 12-point. The minimum for non-text portions, such as graphics and charts, shall be 10-point. Foldout pages count as one page but the response shall be limited to two foldout pages.

The page count shall not include:

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- The generic schedule (not more than 1 page in length) as required under Section 6.2.3 of this RFQ, which shall be part of an Appendix.
- Key staff resumes (not more than 1 page in length per person) described in Section 6.3.1 through 6.3.3 of this RFQ, which shall be part of an Appendix.
- Company brochure (not more than one item), which shall be part of an Appendix.

6.5.2 Due Date

Fifteen (15) copies of the written response must be received by the AlamoRMA before 2:00 p.m., CST, February 18, 2005. One copy of the response shall be marked original and bear all original signatures. The original copy only shall be unbound and the other fourteen may be copies. The response package shall be submitted to:

Tom Griebel
Executive Director
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd. Suite 6
San Antonio, Texas 78226
Phone (210) 362-7831
Fax (210) 362-7807

7.0 DEADLINE FOR QUESTIONS:

All questions (including all technical, contract or administrative questions) regarding the services required shall be submitted in writing or electronically and addressed to:

Tom Griebel
Executive Director
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd. Suite 6
San Antonio, Texas 78226
Phone (210) 362-7831
Fax (210) 362-7807
Tgriebel@AlamoRMA.org

The deadline for receipt of questions is 4:00 p.m., CST, February 1, 2005.

8.0 SCORING OF RESPONSES:

The responses shall be considered by the AlamoRMA's staff and the Technical Review Committee.

Scoring of the written responses shall be completed prior to any oral presentations.

The responses will be scored as follows:

<u>Responses</u>	<u>Maximum Score</u>
Experience of Firm	33-1/3%
<ul style="list-style-type: none">• Qualification, relevance of experience, and location of firm in providing services requested, particularly breadth of experience with relevant types of engineering consultant services.• Organization, size, structure and financial stability of firm. Attachment of audited financial statements.	
Approach to the Services	33-1/3%
<ul style="list-style-type: none">• Demonstrated understanding of the services requested by the AlamoRMA and clearly defined strategies to provide the requested services including innovative ideas and approaches.	
Staffing	33-1/3%
<ul style="list-style-type: none">• Qualifications, number of years, type of experience, and position in firm and location of individual staff members assigned to provide services to the AlamoRMA.	

9.0 ORAL PRESENTATIONS:

Some or all of the firms being considered for the project may, at the sole discretion of the AlamoRMA, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the AlamoRMA to evaluate the capability of the applicable Proposers to provide the desired services. Any such presentations may be significant to the selection of the GEC for the services. If the AlamoRMA notifies a Proposer that an oral presentation is required, the AlamoRMA shall inform that Proposer of the schedule, order and procedure for the presentation, including its content, time limits, identity of the presenters, and use of handouts and visual aids. The AlamoRMA may tape record and/or videotape any presentations. The oral presentations, if any, shall be scored by the Technical Review Committee.

Notwithstanding the foregoing, the AlamoRMA emphasizes that it may elect to forego oral presentations for all or some Proposers. Consequently, all responses should be comprehensive and clear on their face, and no Proposer should rely upon the opportunity to present additional or clarifying information at a later time.

10.0 NEGOTIATIONS:

Upon conclusion of the selection process, the AlamoRMA shall attempt to negotiate the Agreement with the most highly qualified provider of the required services at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of the required services, the AlamoRMA shall formally end

negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price in the sole judgment of the AlamoRMA. The AlamoRMA shall continue the foregoing process until the Agreement is executed or the process is terminated.

11.0 MISCELLANEOUS:

11.1 OPEN RECORDS: All responses submitted to the AlamoRMA become the property of the AlamoRMA and are subject to the Public Information Act (Texas Government Code Chapter 552). The Proposers should familiarize themselves with the provisions of that Act. In no event shall the AlamoRMA, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a Proposer for the disclosure of all or any portion of a response submitted pursuant to this RFQ. If the AlamoRMA receives a request for public disclosure of all or any portion of a response, the AlamoRMA will use reasonable efforts to notify the applicable Proposer of the request and give such Proposer an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified in the AlamoRMA's notice and allowed under the Act. Provided that the AlamoRMA receives the Proposer's written assertions for the exception of identified materials within the time period specified in the AlamoRMA's notice, the AlamoRMA will forward those assertions to the Office of the Attorney General with the AlamoRMA's request for determination of the matter. If a Proposer has special concerns about information which it desires to make available to the AlamoRMA but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such Proposer should specifically and conspicuously designate that information as such in its response.

11.2 PROPOSER'S ACKNOWLEDGEMENT: By submitting a response to this RFQ, each Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFQ, and that the Proposer has asked questions and received satisfactory answers from the AlamoRMA regarding any provisions of this RFQ with regard to which the Proposer desired clarification.

12.0 ANTI-LOBBYING PROHIBITION:

Proposers may NOT contact, either directly or indirectly, members of the AlamoRMA's Board of Directors or Technical Review Committee members, excluding AlamoRMA staff, concerning this procurement, unless it is to respond directly to official inquiries concerning the response. Any firm violating the anti-lobbying prohibition may be disqualified from consideration in this procurement.

APPENDIX A

SCOPE OF CONSULTANT SERVICES

FOR

GENERAL CONSULTING ENGINEERING SERVICES

The following describes the specific scope of consultant services that the GEC may be requested to provide:

1.0 **PROJECT DESCRIPTION.**

The services to be provided are intended to be applied to the projects listed in Exhibit 1 that may be fully or partially financed by collection of tolls.

2.0 **INITIAL TURNPIKE DEVELOPMENT SERVICES.**

Upon issuance of a Notice To Proceed, the GEC shall begin a comprehensive analysis of current and future highway traffic capacity improvements need in the San Antonio region. The GEC shall access highway capacity improvement planning available from the San Antonio District of TxDOT and the Metropolitan Planning Organization and analyze the committed TxDOT financing to implement the identified highway capacity need. From this analysis, the GEC shall prepare a suggested strategic turnpike development plan for the region served by the AlamoRMA.

On new location corridors, the initial GEC Services shall be inclusive of procuring and utilizing photogrammetry, ground surveying, GIS mapping, and GPS surveying and mapping to identify and recommend to the AlamoRMA potential alternate turnpike routes and locations and to estimate and evaluate the cost and physical feasibility of alternate routes.

The initial services will be applied to FM 1604 between La Cantera and Lookout, to IH 10 between Huebner Road and La Cantera, and to US 281 between Bitters Road and Marshall Road, hereinafter defined as the “Starter Toll System”. (See Exhibit 2 to this RFQ).

For the Starter Toll System, TxDOT has retained five (5) civil design section engineers to provide all services required to produce complete construction plans ready for soliciting bids, award of contract and adequate for construction. At this time, it is anticipated that TxDOT will manage the construction and provide all quality assurance services. The retained GEC will monitor design and construction on behalf of the AlamoRMA and serve as a liaison between the AlamoRMA, TxDOT, construction contractors, utility operators, landowners, governmental entities, abutting business enterprises, and the public, all as further described in

this Appendix “A”. It is anticipated that TxDOT will finance 100 per cent of the Starter Toll System.

Upon execution of a contract with the GEC and having the financial resources available, the AlamoRMA anticipates issuing a Notice To Proceed with delivery of the GEC services inclusive of that portion of the Scope of Work applicable to the Starter Toll System and for extensions to the Starter Toll System within the limits depicted in Exhibit 1, recognizing that route locations for FM 1604 and US 281 extensions will lie largely within existing, defined right-of-way corridors.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of turnpike revenue bonds will be conducted jointly among the AlamoRMA, the GEC, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by the AlamoRMA. Indications of potential revenue bond financing feasibility can lead to more intensive services being required of the GEC as described in more specificity as follows but which will be tailored to fit each turnpike prospect.

3.0 TURNPIKE PLANNING.

Services under this section begin after there are indicators of potential toll based financing capability. Financing capability has been established for the Starter Toll System.

- 3.1 Assist and advise the AlamoRMA, including attendance at meetings as requested, in all matters of engineering policy in administration, planning, and design of the turnpikes inclusive of new location corridors and modifications of existing corridors by the addition of tolled lanes or the extensions or expansions of highway corridors by the addition of tolled lanes.
- 3.2 Utilizing information and data gathered under the Initial Services section of this Appendix A for new location turnpikes, select, where appropriate, a minimum of three potentially physically feasible alternate turnpike corridors inclusive of a “no-build” condition for each new location turnpike corridor.
- 3.3 Develop preliminary schematic designs for the alternate turnpike routes and for additional capacity tolled lane roads sufficient with which to (i) locate probable grade separations, interchanges, points of ingress and egress (the AlamoRMA separately will retain a traffic and revenue engineer [the “TRE”] to advise in the location of points of ingress and egress and to recommend a toll collection plan), (ii) identify principal hydraulic features and accommodation thereof, (iii) develop preliminary cost estimates with more accuracy than those produced under the Section 2.0 of this Appendix A, and (iv) prepare exhibits of lines of right-of-way ownership along the turnpike.
- 3.4 Conduct an environmental study of the turnpike corridor in accordance with 23CFR771 and the policies and procedures for implementing the National Environmental Policy Act of 1969 as amended as published in 40CFR parts 1500 through 1508 inclusive of

procedures to comply with 23U.S.C. 109(h), 128, 138, and 49U.S.C. 303, 1602(d), 1604(h), 1604(i), 1607a, 1607a-1, and 1610. Federal Highway Administration (FHWA) has advised AlamoRMA that it is not initiating any new Major Investment Studies and that alternate route analyses will be performed under provisions of Section 771.111 of Title 23. The Starter Toll System will be environmentally cleared by TxDOT.

- 3.5 Plan, advertise, prepare exhibits and printed description materials, conduct, record, and report on all public meetings and public hearings related to and required by the environmental impact study. Prepare written responses to comments and questions posed by the public at such meetings.
- 3.6 Prepare, write, and submit a preliminary and final Draft Environmental Impact Statement (“DEIS”), Final Environmental Impact Study (“FEIS”), Environmental Re-evaluations (“RE-EVs”) or a Finding of No Significant Impact (“FONSI”) for each turnpike. Assimilate into each edition of the above studies/reports revisions requested by reviewers that have been approved by the AlamoRMA. Print 75 copies of the approved DEIS, and the FEIS and 25 copies of the FONSI. Assemble and review comments received from public hearings. Prepare written responses to public hearing oral and written comments and submitted technical reports for consideration by the AlamoRMA.

The DEIS, FEIS, RE-EVs, and FONSI efforts may include a search of historical records and field investigations/studies/analyses of and for historical architecture and archaeological features, wet lands preserves requirements, wetlands avoidance and mitigation, identification and avoidance of section 4(f) lands, flood plain limits as defined and established by FEMA, hydraulic and hydrologic records, noise analyses, air and water quality impacts and mitigation, Section 106 impacts, farmland impacts, environmental justice considerations, and visual impacts, hazardous waste sites, the presence of and impacts on threatened or endangered species, and performance of other social economic, and environmental impacts related to the project and the geographic area influenced by construction and operation of the turnpike in the proposed corridors.

The AlamoRMA, at its sole option, may direct the GEC to subcontract environmental study efforts to a more narrowly focused firm(s) professionally recognized to possess expertise in the environmental engineering practice fields.

- 3.7 Obtain records of available geotechnical data and subsurface exploration information to confirm or determine bridge foundation type and pavement designs through analysis of available information. If no geotechnical information for the alternate turnpike corridors is available, the GEC shall assist the AlamoRMA in the writing of an appropriate scope of geotechnical services and assist the AlamoRMA in the evaluation of responses received from an RFQ issued by the AlamoRMA for geotechnical engineering services.
- 3.8 Coordinate studies with public and private agencies and local governments having an interest in the location of the turnpike.

- 3.9 Coordinate studies with the private business along the route. These would include, but not be limited to, apartment complexes, gasoline stations, shopping complexes, railroads, public transit, restaurants, and other business enterprises.
- 3.10 Determine approximate extent of relocations or adjustments of major public or private utility lines which may be necessary as a result of construction of the project. Conferences shall be held with affected public and private agencies and local governments to (i) develop preliminary estimates of cost for this work, (ii) develop lines of communication and liaison to plan for design and relocation, and (iii) establish a means to keep all parties apprised of the evolvement of turnpike development as evidenced by the culling of the alternate routes to a single preferred route, and (iv) identify a method of continuing to update all utility representatives on a continually evolving schedule for development of the turnpike.
- 3.11 Determine types, extent, and principal features of the turnpike including an approximate location and geometric (horizontal and vertical) layout of interchanges, ramps, intersections, grade separations, new median tolled lanes, and toll plaza and/or points of electronic toll collection.
- 3.12 Prepare budget estimates of operating and maintenance costs of the turnpike for forty years inclusive of insurance costs and the establishment of reserve and capital improvement funds.
- 3.13 Prepare estimates of costs of required sound attenuation systems, if applicable.
- 3.14 Identify all State, Federal, and local permits and licenses which must be acquired by the AlamoRMA in order to construct the turnpike.
- 3.15 Write and publish a preliminary engineering report on the preferred route of the turnpike as identified in the DEIS, FEIS, RE-EVs or the FONSI. The purpose of the preliminary engineering report is to document the design features of the project and describe the facilities and the design criteria and standards to be used in the final design of the project. It will also include an estimate of the cost of the turnpike based on the preliminary plans developed to date and an estimate of the major items and quantities of construction. Unit prices determined from a review of cost trends for similar construction in the San Antonio area shall be applied to the estimated quantities to derive estimated construction costs. The preliminary report will also include an estimate of operation and maintenance cost for the opening year and future year levels based on reasonable annual cost escalation and a general schedule for the design and construction of the turnpike. Print 50 copies of the Preliminary Engineering Report.

4.0 FINAL SCHEMATIC DESIGN OF THE TURNPIKE.

Services under this Section begin upon receipt of a Record of Decision approving the

DEIS, FEIS, RE-EV or FONSI and/or upon issuance by the AlamoRMA of a Notice to Proceed or a Partial Notice to Proceed with the services hereinafter described in a random sequence that may be appropriate for a specific turnpike to be constructed along the preferred route.

- 4.1 Assist and advise the AlamoRMA, including attendance at meetings as requested, in matters of engineering policy related to administration, planning, design, and construction of the turnpike. Prepare a record of such activities.
- 4.2 Develop a written scope of services (utilizing the general form and content previously developed by the AlamoRMA) for purposes of soliciting requests for qualifications and requests for proposals from well established and well regarded professional land surveyors and geotechnical engineering firms to perform and deliver their expert specialty services for the turnpike, if such services have not been earlier acquired by the AlamoRMA, in the sequence directed by the AlamoRMA.
- 4.3 Write a final scope of services for a detailed aerial photogrammetry program tailored to the preferred turnpike route which will develop horizontal and vertical controls and aerial topographic mapping of the turnpike corridor if such services have not been acquired previously as the turnpike development has evolved. Direct the aerial surveyor in the establishment of horizontal and vertical control points on the ground to which the aerial photogrammetry shall tie and be controlled by or direct the land surveyor to set such control points.
- 4.4 Develop an evaluation system to assist the AlamoRMA in its assessment of the qualifications of and selection of geotechnical engineers and aerial and land surveyors for services for the turnpike.
- 4.5 Plan, advertise, prepare exhibits and printed descriptive materials, conduct, record, and report on all public meetings and public hearings required in addition to those conducted under Section 3 hereof. Prepare written responses to comments and questions posed by the public at such meetings.
- 4.6 Utilizing the products of the aerial surveyor and the land surveyor, prepare the final geometrically controlled conceptual schematic horizontal and vertical plan/profile design of the turnpike at a scale of 1"=50' horizontally and 1"=10' vertically in a digitized format performed within GeoPak programming. This task includes preparation of a base map layer suitable as a resource base from and upon which section engineers, architectural engineers, landscape architects, signing engineers, illumination engineers, and fencing engineers can perform their final designs from which construction plans can be issued. The final schematic designs shall reflect and accommodate the most recent toll collection plan being recommended by the TRE. During preparation of the final conceptual schematic design, maintain liaison with the TRE to ensure that the evolving toll collection plan and civil design are compatible.
- 4.7 Identify public and private utilities present in the turnpike corridor. Identify those utilities in potential conflict with construction of the turnpike. Contact each utility owner to further clarify potential conflicts. Working with the utility owners, develop cost

budgets and methodologies for remedying conflicts. Assist the utility owners, the AlamoRMA, and the general counsel of the AlamoRMA in developing master utility adjustment agreements among the parties. Maintain liaison among the parties throughout development and deployment of the turnpike.

- 4.8 Delineate general right-of-way limits for the turnpike, its ramps, toll plazas, interchanges, and service roads. Service roads should be avoided except to replace existing roads occupied by the turnpike and/or to provide or restore access to property denied access to public roads by construction of the turnpike. New property access roads may be designed for two-way operations, if appropriate, and shall not have direct access to the turnpike. Develop a turnpike corridor right-of-way map illustrating the general limits of turnpike right-of-way fee and easement requirements, lines of property ownership and apparent owners. In cases where right-of-way maps have been previously prepared by others, update same to reflect current turnpike project planning need. Develop a right-of-way cost budget utilizing expert real estate appraisers, if necessary. Such right-of-way appraiser will be retained by the general counsel of the AlamoRMA on behalf of the AlamoRMA.
- 4.9 Meet and correspond with private businesses, local government representatives, and residents abutting the turnpike corridor to explain and illustrate design features of the turnpike and right-of-way requirements. Prepare a record of such meetings. Representatives of the AlamoRMA and the general counsel of the AlamoRMA may also need to be in attendance at such meetings upon occasion.
- 4.10 Write a final detailed scope of services, if such has not been previously performed by the AlamoRMA, for an in-depth, final design quality geotechnical field investigation of geologic conditions throughout the length and width of the turnpike corridor, inclusive of a final geotechnical engineering report summarizing and reporting the results of the geotechnical investigation and providing design recommendations based upon the geologic properties encountered. Calculate locational geometry, prepare a boring diagram for the turnpike, and direct the land surveyors to stake the boring sites.
- 4.11 In the name of AlamoRMA, apply for all Federal and State permits required including, but not limited to, Sections 9, 402 and 404 of the Clean Water Act, U.S. Coast Guard, and railroad crossing permits or licenses.
- 4.12 Develop surveying criteria and direct and coordinate the activities of the land surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments. Provide review of the right-of-way plats and descriptions for completeness and general conformance with the turnpike requirements.
- 4.13 Using field information provided by the land surveyors and the products of the land surveyor, prepare preliminary right-of-way maps showing ties to existing right-of-way corners. Establish and describe the turnpike centerline. The land surveyor, a title company, and/or others collectively will provide property ownerships, deed research,

metes and bounds descriptions, and field property corner ties. Property corners shall be indicated on the preliminary right-of-way maps from the centerline of the turnpike by stations and offsets. Prepare final right-of-way strip maps for the turnpike after right-of-way requirements are defined by section design engineers.

- 4.14 Collect available record plans of drainage and flood control facilities along waterways and, if these facilities are affected by the turnpike, perform preliminary designs for alternative stormwater conveyances in order to determine the construction costs of potential relocations and adjustments.
- 4.15 Prepare a master plan to be developed on the base maps created under section 4.6 hereof to reflect desirable configurations of a fiber optic path for conduit or direct burial routing of a fiber backbone and toll plaza/operations building service laterals inclusive of pavement crossing, stream crossing, and bridge crossing standard details.
- 4.16 Prepare estimates of probable construction costs including those of bond issuance, design engineering, geotechnical engineering, surveying, construction management, quality assurance, right-of-way and easement acquisition, administration, legal, and other related costs that are required to determine the estimated cost to develop the turnpike. The estimates of construction costs will be based on the preliminary schematic plans. Preliminary estimates of quantities of major construction items will be determined and current San Antonio area unit prices applied to those quantities to determine the estimates of probable construction cost.
- 4.17 Prepare a 40-year budget schedule of annual operation and maintenance costs. Evaluate and prepare a recommendation of the amount of bond proceeds capital that initially should be deposited in Reserve Maintenance, Special Reserve Maintenance, and Capital Improvement Funds and annual deposits thereto from toll revenues for forty years.
- 4.18 Prepare a Construction Fund pay out schedule.
- 4.19 Write and publish a final Engineering Report, issued initially as the Preliminary Engineering Report under Section 3.15 hereof, based on the final geometrically controlled schematic design of the turnpike. The final Engineering Report shall include text describing the project, the final geometrically controlled schematic design in plan and profile, a summary of design standards, and estimates of the total cost to develop, operate, and maintain the turnpike. Print and deliver 100 copies of the final Engineering Report to the AlamoRMA.
- 4.20 Review and recommend approval of the pay estimates, schedules, and progress reports submitted by the geotechnical engineer(s), the aerial surveyor, the land surveyor, and other consultants that the AlamoRMA might retain for services those firms deliver.

5.0 FINAL DESIGN AND PRODUCTION OF CONSTRUCTION PLANS AND SPECIFICATIONS.

Services under this section begin upon receipt of capital sufficient with which to develop the turnpike and/or upon issuance of a Notice To Proceed or a Partial Notice to Proceed by the AlamoRMA.

- 5.1 Assist and advise the AlamoRMA, including attendance at meetings as requested, in matters of engineering policy in administration, planning, and design of the turnpike, and prepare a record of such meetings.
- 5.2 Develop a written scope of services for the purpose of soliciting qualifications and proposals from well-established highly experienced civil consulting engineering firms, referred to in this Appendix "A" as the section engineers, for design and preparation of construction plans and specifications, preparation of plans for utility adjustments, and preparation of estimates of the final quantities and the cost of construction for design sections of the turnpike. Should additional design sections be developed that require additional services of the GEC, the GEC will be compensated by the issuance of a Change Order as provided for in the agreement between the GEC and the AlamoRMA.
- 5.3 Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from established architectural engineering firms for design and the preparation of construction plans, specifications, and estimates of the cost of construction of barrier and ramp toll plazas and toll plaza operations buildings.
- 5.4 Develop a written scope of services for the purpose of soliciting qualifications and proposal(s) from the following list of professional services providers qualified to provide plans, specifications, and cost estimates for their particular service delivery categories if such services are not included in the scope of services for section engineers prepared by the GEC pursuant to Section 5.2 hereof.
 - 5.4.a. Illumination engineers for design of the roadway, illumination systems for the turnpike lanes (collectively) and each of the ramps, intersections, interchanges, and service roads to the extent of illumination systems funded by the AlamoRMA.
 - 5.4. b. Testing engineers and testing verification engineers for the performance of construction materials inspection, sampling, testing, and reporting of the results of said services, collectively constituting the quality control and assurance programs for the turnpikes.
 - 5.4.c. Fencing engineers to design right-of-way and safety fencing, safety rails, and crash attenuation systems.
 - 5.4.d. Construction management engineers to perform construction inspections, monitoring, management, reporting, negotiation of scope of revised construction and related costs, preparation and recommendation of construction change orders and supplemental agreements, creating and maintaining construction records, preparing and issuing final "as built" plans, and providing construction engineering advice to the GEC and the AlamoRMA for the full term of the construction.

- 5.4.e. Landscaping architects for the design of landscaping.
- 5.5 Develop an evaluation system to assist the AlamoRMA in its evaluation and selection of section engineers, an architectural engineer, a landscaping architect, a geotechnical engineer, an illumination engineer, a fencing engineer, testing engineers, a testing verification engineer, and a construction manager.
- 5.6 Assist the AlamoRMA in the review of proposals from section engineers and of qualifications and proposals for an architectural engineer, a landscape architect, an illumination engineer, a fencing engineer, a geotechnical engineer, a testing engineer, a testing verification engineer, and a construction manager. Should additional section engineering, testing engineering or other proposal reviews be required, the GEC will be compensated by issuance of a change order as provided for in Article in the agreement between the AlamoRMA and the GEC. Some of the engineering services listed in this Section 5.6 may be included in the section engineering services.
- 5.7 Assist the AlamoRMA in interviewing and evaluating the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the fencing engineer, the testing engineer, the testing verification engineer, and the construction manager short listed candidates.
- 5.8 Assist the AlamoRMA in fee evaluations and negotiations with the selected section engineers, the architectural engineer, the landscape architect, the illumination engineer, the fencing engineer, the testing engineer, the testing verification engineer, and the construction manager.
- 5.9 Perform review, coordination, and liaison work among the AlamoRMA, section engineers, and other professional service providers, TxDOT, the Texas Transportation Commission, the FHWA, interested public or private entities, public and private utility owners and operators, and local governments to achieve efficiency and continuity in design and development of the turnpike.
- 5.10 Establish criteria for and the format of the plans, specifications and contract documents for utility relocation or adjustments. Perform review, coordination, and liaison work among the AlamoRMA, TxDOT, the FHWA, consultants to the AlamoRMA, interested public or private entities, and local governments to achieve efficiency and continuity in planning for and implementing public and private utility relocations and adjustments. Provide ongoing communications with utility owners to ensure a continuing two-way exchange of design and schedule information.
- 5.11 Assist the AlamoRMA in negotiation with utility companies; railroads; transportation providers; electrical companies; telecommunication companies; gas line companies; municipal, county, state, and other public agencies; water supply and waste water districts; drainage, irrigation and flood control districts; governmental or quasi-governmental agencies; and other public or private companies regarding the crossings, abandonments, closings, or relocations of their respective public or private utility or infrastructure facilities and participate in the negotiations. On behalf of the AlamoRMA,

negotiate or participate in negotiations for and writing of agreements covering such crossings, abandonments, closings, adjustments, and relocations. Attend coordination meetings with involved public or private agencies during utility relocation and adjustment and final turnpike design and construction plan development to discuss such items as permanent or temporary easements, right-of-way requirements, siting of relocated utilities, detours, etc. Advise the AlamoRMA on engineering concerns or possible solutions for matters and issues discussed at those meetings. Perform regular review of utility relocation and adjustment plans for conformance with the utility/turnpike construction compatibility requirements. Assist the AlamoRMA in the process of bidding and award of utility adjustment contracts.

- 5.12 Review payment requests received from utility companies for design services and for adjustment and relocation of the utilities.
- 5.13 Perform pavement thickness designs for the turnpike based upon results of geotechnical investigations as may be appropriate for varying geologic foundation conditions, laboratory testing results, and projected vehicle types, weights and volumes for the design year. The pavement design shall follow design procedures/techniques acceptable to TxDOT and FHWA.
- 5.14 Develop geometric and design criteria to establish uniform practices to be followed by the section engineers for acquiring design survey information and performing designs and construction plan preparation for the turnpike and its appurtenances. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the AlamoRMA. Assemble design criteria approved by the AlamoRMA into a design manual in ring binders and deliver to the section engineers and to others as directed by the AlamoRMA. Likewise, standard construction detail plans shall be assembled and delivered in a digital format to the section engineers and to others as directed by the AlamoRMA. Furnish a sample critical path method schedule to the section engineers for use in preparing a work schedule for submission to and approval by the GEC and the AlamoRMA.
- 5.15 Using base maps prepared by the section engineers, design and prepare a signing master plan which will depict required guide and toll advisory signing, showing appropriate text and approximate sign locations.
- 5.16 Using base maps prepared under Section 4.16, hereof or enhanced editions thereof produced by the section engineers, design and prepare a roadway illumination master plan which will depict the approximate locations for roadway, ramp, and underbridge lighting. Identify load center locations and indicate where transverse conduits should be placed to provide electrical service to toll plazas, to future median roadway illumination, to electrical load distribution centers, and to provide for telephone and/or fiber optic services (also refer to Section 4.15 hereof.) This product will be delivered to the illumination engineer for final design and preparation of construction plans and will be provided to the section engineers to ensure that conduit type, size, and location can be included in the construction plans delivered by the section engineers.

- 5.17 Bi-weekly, review progress of the design work of the section engineers, the architectural engineer, the landscape architect, the illumination engineer, and the fencing engineer. Ascertain compliance with established design criteria, master plans, and adopted schedule of deliverables. Provide the AlamoRMA with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- 5.18 Review and recommend approval of the progress payment requests, schedules, and progress reports submitted by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the fencing engineer, the surveyor and the geotechnical engineer(s), and all other consultants and advisors (except general counsel) retained by the AlamoRMA to assist in developing the turnpike.

The GEC shall use Microstation CADD file tape and other materials and documents submitted by the various consultants with their progress payment requests, as required, to assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep and safeguard these tapes to provide an up-to-date alternative work progress record for the turnpike construction contract plan development of each consultant.

- 5.19 Perform critical reviews of engineering designs, plans, and specifications prepared by other consulting engineers retained by the AlamoRMA. The review by the GEC shall consist of checking for and commenting on the format, adequacy, and economy of design and conformance with the turnpike development requirements, applicable design codes, design criteria, master plans, standards, policies, specifications, and special provisions. The various consulting engineers shall be solely responsible for the accuracy of their respective engineering and technical work. Formal reviews are anticipated to occur at approximately 30 percent, 75 percent, and 98 percent completion. Prior to the issuance of a Notice(s) To Proceed with the consulting engineering services, the GEC shall meet with the various consulting engineers to establish the criteria for what will be defined as constituting 30, 75, and 98 percent plan and specification completion with such criteria having been previously accepted by FHWA.
- 5.20 Recommend approved designs, plans, and specifications created by the consulting engineers and delivered to the AlamoRMA preparatory to advertising bids. Assist the AlamoRMA in the process of bidding and award of construction contracts. Prepare final estimates of construction costs and alternative turnpike design configurations prior to the opening of construction bids and at other times as requested by the AlamoRMA.
- 5.21 Issue certifications for work completed by the section engineers, the architectural engineer, the landscape architect, the illumination engineer, the fencing engineer, the aerial and land surveyors, and the geotechnical engineer(s), including recommendations for final payment for services rendered.

- 5.22 Design standard title blocks, revise title blocks from adopted TxDOT standard drawings, provide engineering specifications and affix professional engineering seals for all specifications, common turnpike designs, and original standard construction drawings that may be adopted for the turnpike. All applications of professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.
- 5.23 Develop an artistic trailblazer sign design for use in guiding patrons to the turnpike from surrounding roadway systems for review and approval by the AlamoRMA. Retain artists, advertising experts, and color contrast experts as may be required.
- 5.24 Based on final plan geometry, provide sound attenuation analyses to establish length, height, and placement of required sound attenuation systems. Prepare design criteria. Detailed sound attenuation system designs will be provided by section engineers for each construction contract, as applicable, but the GEC shall propound sound attenuation concepts, policies, and limits. Prepare an estimate of the cost of the sound attenuation systems.
- 5.25 Supervise, coordinate and prepare a final right-of-way strip map for the turnpike created from final right-of-way and easement requirements identified by the section engineers and utility designers as reflected from final plats and legal descriptions produced by the land surveyors. Direct the land surveyors in locating, setting, and monumenting principal right-of-way corners post construction.
- 5.26 Perform all duties and services, render all opinions, and issue all certificates specified for the GEC in the Trust Agreement(s) securing the AlamoRMA revenue bonds financing the turnpike.

6.0 CONSTRUCTION MANAGEMENT OVERSIGHT.

Services under this section begin upon retention by the AlamoRMA of a construction manager and/or the issuance by the AlamoRMA of a Notice To Proceed or a Partial Notice To Proceed.

- 6.1 Perform all duties and services, render all opinions, and issue all certificates specified for the GEC in the Trust Agreement(s) securing the revenue bonds issued by the AlamoRMA to finance the turnpike.
- 6.2 Advise and assist the AlamoRMA and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the section engineers. Seek clarifications from the section engineers on the intent of the section engineers reflected in the designs, plans, and specifications prepared by the section engineer.

- 6.3 Advise and assist the AlamoRMA and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- 6.4 Serve as the liaison and coordinating agency among the AlamoRMA, the construction manager, the testing engineer, the testing verification engineer, local governments, private businesses in the turnpike corridor, and the public to achieve maximum efficiency and continuity during the construction. The construction manager is the designated contact party representing the AlamoRMA in contacts with local governments, corridor businesses, and the public during the construction term.
- 6.5 Review the qualifications of construction contractors, verify the tabulating of all construction contract bids received as tabulated by the construction manager, review bids relative to budgets, and make recommendations to the AlamoRMA with respect to the award of construction contracts. Advise and assist the AlamoRMA in the preparation and advertising of construction contract bidding opportunities. Provide updated construction contract cost estimates just prior to the bid opening time.
- 6.6 Coordinate with the AlamoRMA and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the turnpike and report to the AlamoRMA the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
- 6.7 Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
- 6.8 Establish and maintain at a location mutually acceptable to the AlamoRMA an office sufficiently staffed as may be required to effectively discharge the obligations under the agreement between the AlamoRMA and the GEC to the satisfaction of the AlamoRMA.
- 6.9 Monitor the status of shop drawings review by others, if any, for completion on a timely basis and in accordance with established construction schedules.
- 6.10 As an alternate or in addition to Section 6.9 hereof, review turnpike construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications. Compensation for this effort under this Section 6.10 will be treated as "Extra work" in accordance with the provisions of the agreement between the AlamoRMA and the GEC.
- 6.11 Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer (the construction manager has primary responsibility for this item).

- 6.12 Develop, print, and distribute semi-annual design and construction progress reports to the AlamoRMA charting progress on the acquisition of real property, chronicling construction progress, forecasting opening dates for the various construction segments, projecting the date of construction completion, updating construction costs and operating and maintenance costs through one year after completion of construction, forecasting the amount of funds required for each six (6) months during the period of construction, and comparing the actual times elapsed and the actual costs with the original estimates of such times and costs.
- 6.13 Perform review, coordination, and liaison work among the AlamoRMA, all consulting engineers retained by the AlamoRMA, TxDOT, the Texas Transportation Commission, the FHWA, and interested public or private entities and local governments to achieve efficiency, continuity, and proper dissemination of construction related information during construction of the turnpike.
- 6.14 Provide engineering advice and assistance to the AlamoRMA, the testing engineer, the testing verification engineer, and the construction manager related to all aspects of the design and construction of the turnpike and to the general counsel of the AlamoRMA with regard to all legal matters, duties, and services required during construction of the turnpike.
- 6.15 Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, the testing verification engineer, consulting engineers, the construction manager, the geotechnical engineer, the land surveyor, and all other consultants and advisors (except general counsel) retained by the AlamoRMA to assist in designing and constructing the turnpike. Portions of this duty may be a continuation of the duties required under Section 5.18 hereof.
- 6.16 Review and verify all reports required of the construction manager and prepare and maintain such additional monthly progress schedules and reports covering all phases of the construction operation as may be required by the AlamoRMA and in conformance with the requirements of the Trust Agreement to keep the AlamoRMA, its trustee, and its bond investors fully advised with respect to the progress of construction of the turnpike. Perform special studies and analyses and issue reports as may be requested by the AlamoRMA
- 6.17 Verify and certify final inspection reports of the completed construction issued by the construction manager and issue recommendations and certifications of completion of construction.

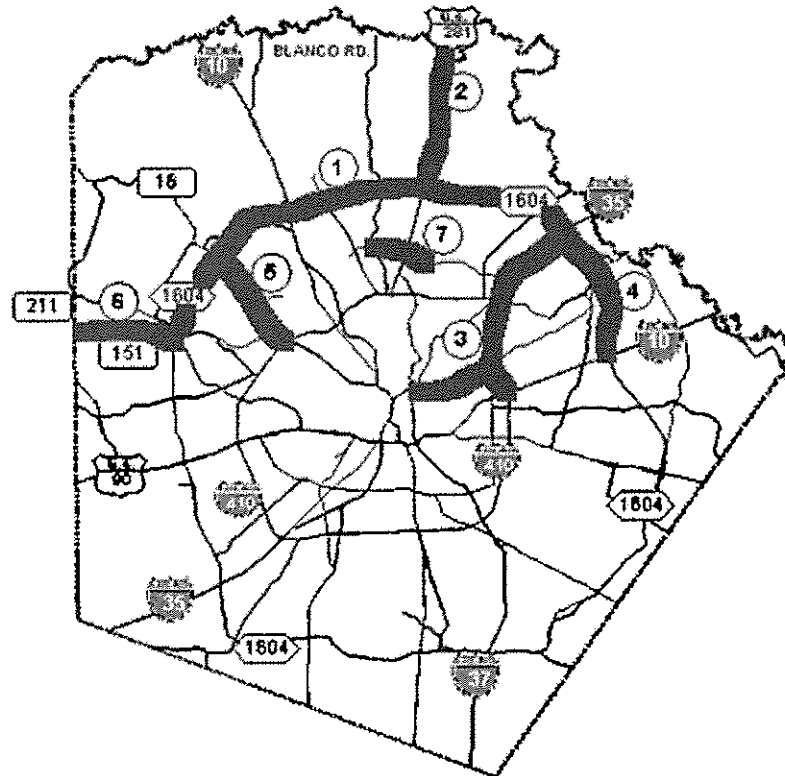
6.18 Compile and provide the AlamoRMA with Record Plans incorporating all construction revisions into the original "as bid" construction plans. Such Record Plans will be based on information furnished by the constructors to the construction manager showing changes made during construction. The construction manager shall post the "as built" plan revision information it receives on the original tracings and/or digital plan designs prepared by the consulting engineers. The GEC shall review the revisions reported by and posted by the constructors and the construction manager, shall collate the final Record Plans tracings or digital records, and shall package and deliver them to the AlamoRMA. The GEC shall provide the AlamoRMA with 6 complete sets of "as built" blue line prints, sized 11" x 17", 3 post punched and bound between hard covers, for each construction contract exclusive of standard construction detail drawings. All standard drawings issued before or during construction and/or modified or supplemented during construction shall likewise be bound into 6 sets and delivered to the AlamoRMA. The GEC is not responsible for any errors or omissions in the information provided by the construction contractors and the construction manager that are incorporated into the record drawings.

Exhibit 1 – AlamoRMA POTENTIAL PROJECTS*

	PROJECT	LIMITS
1	Loop 1604 – Western Extension	La Cantera to SH 151
2	US 281 – Northern Extension	Loop 1604 North to county line
3	Loop 1604 – Eastern Extension	IH 35 North to IH 10 East
4	SH 16	Loop 410 to Loop 1604
5	SH 151	Loop 1604 to SH 211
6	Wurzbach Parkway	Starcrest to Blanco
7	IH 35	Loop 1604 to IH 37

*Projects listed in anticipated order of development

Exhibit 2 – Turnpike Network Map



1. Loop 1604 (north) from Culebra Rd. (FM 471/SH 151) to IH 35 (north)*
2. US 281 from Loop 1604 (north) to Bexar/Comal County Line*
3. IH 35 (north), including the IH 410 east connector from IH 35 to IH 10 east, from Loop 1604 (north) to the Central Business District
4. Loop 1604 (east) from IH 35 (northeast) to IH 10 (east)
5. SH 16 (west) from Loop 410 (west) to Loop 1604 (west)
6. SH 151 from Loop 1604(west) to SH 211
7. Wurzbach Parkway from Starcrest to Blanco Road

*** Starter Toll System being developed by TxDOT includes sections of listed projects, including Loop 1604 North from IH 35 to La Cantera, direct connection ramps at IH 10 West and US 281 At Loop 1604 North and US 281 North from Loop 1604 to Stone Oak Parkway.**

DRAFT-01/12/05

REQUEST FOR QUALIFICATIONS

BY THE

ALAMO REGIONAL MOBILITY AUTHORITY

FOR

FINANCIAL ADVISORY SERVICES

REQUEST FOR QUALIFICATIONS
ALAMO REGIONAL MOBILITY AUTHORITY
FINANCIAL ADVISORY SERVICES

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APPENDICES

A. Scopes of Services.....	A - 1 through A - 3
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1.0 PURPOSE:

The Alamo Regional Mobility Authority, a regional mobility authority and political subdivision of the State of Texas (the “AlamoRMA”) requests proposals from qualified firms interested in providing financial advisory services to the AlamoRMA. The financial advisory services requested include but are not limited to investment of available assets in legally permissible interest yielding accounts and paper, analysis of the financial feasibility of potential toll supported and enterprise revenue supported projects, evaluation and presentation of financing options, provision of credit market information, preparation of offering documents, advice and assistance with the structuring, marketing, issuance, sale delivery and servicing of debt instruments, and provision of on-going services after issuance. The firm(s) selected by the Board of Directors shall act as the AlamoRMA Financial Advisor for five years.

2.0 CONSULTANT ENGAGEMENT:

The AlamoRMA is an independent authority granted powers under state law to study, design, finance, construct, operate, expand, enlarge, or extend a turnpike project as an adjunct of the state highway system and other transportation projects as defined in the Texas Administration Code Title 49, Section 26.1 within the jurisdiction of the AlamoRMA. Turnpike projects over which the AlamoRMA exercises responsibility encompass any and all turnpikes, tolled lanes, tolled highways and facilities, including bridges, tunnels, overpasses, underpasses, interchanges, approaches and entrance plazas, customer service centers, customer vehicle service parking areas, buildings necessary to operate a facility, and property rights, easements, and interests the AlamoRMA acquires to construct or operate a facility. The powers and duties exercised by the AlamoRMA and the Board are impacted by numerous federal and state laws and regulations. The AlamoRMA will engage a financial advisor to provide the AlamoRMA and the Board financial advisory services necessary for the Board and the AlamoRMA to exercise its powers and duties. The debt financing maybe in the form of turnpike revenue bonds, turnpike refunding bonds, bond anticipation notes, private equity, or commercial paper.

3.0 SCOPE OF CONSULTANT SERVICES:

The AlamoRMA will consider the utilization of debt to include, but not be limited to Certificates of Obligation, Commercial Paper, Revenue Bonds, and other specialized types of financing which will facilitate the most effective, efficient and cost beneficial method of financing transportation projects. The Financial Advisor (s) will be required to perform professional financial advisory services in connection with the planning, quantitative analysis, pre-sale strategic financial analysis, authorization, preparation of offering documents, marketing, issuance, sale and delivery of debt instruments, as well as providing on-going service after the successful delivery of a debt issue. **Appendix A** to this RFQ lists the specific scope of consultant services that are to be provided through the Financial Advisory Services.

4.0 LENGTH OF CONSULTANT SERVICES AND ASSIGNMENT OF WORK:

The resulting agreement with the Financial Advisor (the "Agreement") shall provide for a five (5) year term, subject to the AlamoRMA's periodic review, approval and satisfaction with the Financial Advisor's performance and may be terminated by the AlamoRMA at any time upon a stipulated notice period, or extended upon agreement of both parties.

5.0 CONTRACT PROVISIONS:

The following information is furnished to the Proposers for consideration during the preparation of their response to this RFQ. The AlamoRMA shall not consider cost information in selecting the most highly qualified provider of the requested services (see Section 11.0 Negotiations). The selection of the most highly qualified provider will be based on demonstrated competence, qualifications, and reasonableness of the fees that can be negotiated.

5.1 PROFESSIONAL LIABILITY: The firm selected to perform the desired services must have adequate professional error and omission liability insurance coverage.

5.2 SUBCONSULTANT SERVICES: Services assigned to subconsultants must be approved in writing in advance by the AlamoRMA. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work shall remain with the Financial Advisor.

5.3 INSPECTION OF BOOKS AND RECORDS: The AlamoRMA, or any duly authorized representative of the AlamoRMA, may at all reasonable times inspect and examine the books and records of the Financial Advisor for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in the Agreement or (b) otherwise confirming the Financial Advisor's compliance with the terms of the Agreement. The Financial Advisor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of the Agreement and for a period of three (3) years after the date of final payment there under.

6.0 THE RESPONSE:

Each Proposer should submit a detailed response to this RFQ and the detailed response shall be referenced to the specific sections of this document. The response shall include sufficient information to enable the AlamoRMA to fully evaluate the capabilities of the Proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 20-page limit and other requirements described below shall be enforced. Discussion of the firm's past experience that is not germane to the specified services shall not be included. The response shall specifically address the issues raised, and provide the information requested.

Responses to the RFQ shall be submitted by an individual financial advisory firm. Joint Venture responses will not be considered. Responses to the RFQ should include at least the following information:

1. A description of the firm's qualifications for performing services, including the firm's prior experience in each of the above described areas, with particular emphasis on revenue bond financed infrastructure development projects, experience in investments, the names, experience, education, and expertise of the consultants who will be assigned to work on such matters, and the availability of the lead consultant and other firm personnel who will be assigned to work on these matters.

It is the intent of the AlamoRMA to encourage the participation of Disadvantaged Business Enterprises ("DBEs"), minorities, and women in all facets of the AlamoRMA's activities. To this end, the extent to which DBEs, minorities, and women participate in the ownership, management and professional work force of a firm and/or subcontractors will be considered by the AlamoRMA in the selection of the Financial Advisor. All responses shall be in compliance with the AlamoRMA DBE policy statement which may be reviewed at www.alamorma.org/policies.cfm. Each respondent shall include a statement that it has read, understands and will comply with the policy. The AlamoRMA also encourages the participation of qualified locally owned businesses and DBE's as team members in the submission by the prime proposer. The AlamoRMA at its sole discretion may select more than one firm through the evaluation and selection process and may create teams of firms mutually agreeable to the proposers that best serves the interest of the AlamoRMA.

2. Information relative to the capabilities and resources of the firm's Texas offices, including a summary of physical resources that would be assigned to the AlamoRMA and an organizational chart indicating the relevant areas of responsibility of each consultant assigned to work on these matters. The submission shall identify a primary office location. If Proposer does not have an office located in Bexar County describe ability to respond to issues and describe impact on cost to perform financial advisory services.
3. Describe the firm's quantitative capabilities including the number of professionals, type of computer equipment, spreadsheet, word processing, graphic and presentation software that will be assigned to the AlamoRMA. Specifically explain how you would interface with the AlamoRMA computer system and communication capabilities.
4. Proposed fees and/or budgets shall not be submitted with any response or communications of a firm(s)
5. An abstract of the firm's cost control procedures and how it charges for its services.
6. A comprehensive description of the procedures used by the firm to supervise the provision of financial services in a timely cost effective manner.
7. Disclosures of conflicts of interest by identifying each and every matter in which the firm has, within the past three calendar years, represented any entity or individual with an interest adverse to the AlamoRMA or the Texas Department of Transportation, or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, City of San Antonio or Bexar County. Provide a list of governmental entities located in Bexar County which financial

services have been provided in past 3 calendar years. Briefly describe the services provided for each governmental entity in an appendix to the response. The appendix will not be considered part of the 25 page limit.

8. Disclosures of any litigation (including any formal administrative proceedings) in which the firm is currently involved or has been involved since 1999. Indicate the current status or disposition of such litigation or proceedings.
9. Confirmation of willingness to comply with the rules, policies, directives, and guidelines of the AlamoRMA, the Board, and the Attorney General of the State of Texas.

7.0 THE SUBMITTAL:

The response shall be submitted in bound volumes on standard 8½” x 11” paper. Charts and exhibits may be of a larger size, but must be folded to the standard size. All information must be assembled and indexed in the order indicated in Sections 6.0, together with an Appendix containing the items described below. The response shall be limited to twenty (20) pages, single-sided and shall include typed text, graphics, charts and photographs (except when found on section dividers and not referenced in the text). Minimum type or font size for text shall be 12-point. The minimum for non-text portions, such as graphics and charts, shall be 10-point. Foldout pages count as one page but the response shall be limited to two foldout pages.

The page count shall not include:

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- Key staff resumes (not more than 1 page in length per person) described in Section 6.0 of this RFQ, which shall be part of the Appendix.
- Company brochure if any, (not more than one item), which may be part of the Appendix.

Fifteen (15) copies of the written response must be received by the AlamoRMA before 2:00 p.m., CST, February 18, 2005. One copy of the response shall be marked original and bear all original signatures. The original shall be submitted unbound and the other fourteen may be copies. The response package shall be submitted to:

Thomas A. Griebel
Executive Director
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd.
San Antonio, Texas 78226
Phone (210) 362-7831
Fax (210) 362-7807

8.0 DEADLINE FOR QUESTIONS:

All questions (including all technical, contract or administrative questions) regarding the services required shall be submitted in writing or electronically and addressed to:

Thomas A. Griebel
Executive Director
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd.
San Antonio, Texas 78226
Phone (210) 362-7831
Fax (210) 362-7807
Tgriebel@AlamoRMA.org

The deadline for receipt of questions is 4:00 p.m., CST, February 1, 2005.

9.0 SCORING OF RESPONSES:

The written responses shall be considered by the AlamoRMA's staff and the Technical Review Committee (employees of local and state governmental agencies).

Scoring of the written responses shall be completed prior to any oral presentations.

The responses will be scored as follows:

Responses	Maximum Score
Experience of Firm	33 1/3%
<ul style="list-style-type: none">• Qualification, relevance of experience, and location of firm in providing services requested, particularly breadth of experience with relevant types of public finance.• Organization, size, structure and financial stability of firm. Attachment of audited financial statements.	
Approach to the Services	33 1/3%
<ul style="list-style-type: none">• Demonstrated understanding of the services requested by the AlamoRMA and clearly defined strategies to provide the requested services including innovative ideas and approaches.• Assignment of technical professionals, computer equipment, analytical software and presentation software.	
Staffing	33 1/3%
<ul style="list-style-type: none">• Qualifications, number of years, type of experience, position in firm and location of individual staff members assigned to provide services to the AlamoRMA.	

10.0 ORAL PRESENTATIONS:

Some or all of the firms being considered for financial advisory services may, at the sole discretion of the AlamoRMA, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the AlamoRMA to evaluate the capability of the applicable Proposers to provide the desired services. Any such presentations shall be significant to the selection of the Financial Advisor for the services. If the AlamoRMA notifies a Proposer that an oral presentation is required, the AlamoRMA shall inform that Proposer of the schedule, order and procedure for the presentation, including its content, time limits, identity of the presenters, and use of handouts and visual aids. The AlamoRMA may tape record and/or videotape any presentations. The oral presentations, if any, shall be scored by the Technical Review Committee.

Notwithstanding the foregoing, the AlamoRMA emphasizes that it may elect to forego oral presentations for all or some Proposers. Consequently, all responses should be comprehensive and clear on their face, and no Proposer should rely upon the opportunity to present additional or clarifying information at a later time.

11.0 NEGOTIATIONS:

Upon conclusion of the selection process, the AlamoRMA shall attempt to negotiate an Agreement with the most highly qualified provider of the required services at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of the required services, the AlamoRMA shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The AlamoRMA shall continue the foregoing process until an Agreement is executed or the process is terminated.

12.0 MISCELLANEOUS:

12.1 OPEN RECORDS: All responses submitted to the AlamoRMA become the property of the AlamoRMA and are subject to the Public Information Act (Texas Government Code Chapter 552). The Proposers should familiarize themselves with the provisions of that Act. In no event shall the AlamoRMA, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a Proposer for the disclosure of all or any portion of a response submitted pursuant to this RFQ. If the AlamoRMA receives a request for public disclosure of all or any portion of a response, the AlamoRMA will use reasonable efforts to notify the applicable Proposer of the request and give such Proposer an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified in the AlamoRMA's notice and allowed under the Act, provided that the AlamoRMA receives the Proposer's written assertions for the exception of identified materials within the time period specified in the AlamoRMA's notice. The AlamoRMA will forward those assertions to the Office of the Attorney General with the AlamoRMA's request for determination of the matter. If a Proposer has special concerns about information which it desires to make available to the AlamoRMA but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such Proposer should specifically and conspicuously designate that information as such in its response.

12.2 PROPOSER'S ACKNOWLEDGEMENT: By submitting a response to this RFQ, each Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFQ, and that the Proposer has asked questions and received satisfactory answers from the AlamoRMA regarding any provisions of this RFQ with regard to which the Proposer desires clarification.

13. ANTI-LOBBYING PROHIBITION:

Proposers may NOT contact, either directly or indirectly, members of the AlamoRMA's Board of Directors or Technical Review Committee members, excluding AlamoRMA staff, concerning this procurement, unless it is to respond directly to official inquiries concerning the response. Any firm violating the anti-lobbying prohibition may be disqualified from consideration in this procurement.

APPENDIX A

SCOPE OF CONSULTANT SERVICES

FOR

FINANCIAL ADVISORY SERVICES

The Scope of Services to be provided by the Financial Advisor may include, but not be limit to, the following:

1. The Scope of Services to be provided by the Financial Advisor may include, but not be limit to, the following:
2. Provide financial analyses of potential turnpike projects based on traffic and revenue projections and civil engineering reports prepared by others including the evaluation of proforma cash flows.
3. Evaluate proposals for public/private development of turnpike projects. Based upon the evaluation performed, report to the AlamoRMA on the financial viability of the public/private proposals, the financial capacity of parties proposing a public/private turnpike development, and comparison of the final cost of a public/private turnpike development project financing plan vis-à-vis a government resources and tax exempt revenue bond financing plan, taking into consideration the value of time gained in opening a public/private developed tolled facility relative to a government developed AlamoRMA project.
4. Assist the AlamoRMA in writing, issuing, soliciting, and evaluating Requests for Proposals for underwriting services. Prepare recommendations on the selection of underwriters and underwriting teams for the AlamoRMA staff and the Board.
5. Provide recommendations on the marketing of bonds including negotiated sale and/or sale by competitive bids, methods for enhancing the rating, advice on bond covenants, pledge of revenues, flow of funds, coverage requirements, municipal bond market trends and timing of issues.
6. Provide advice and assistance on the requirements of various financing (alternatives) structures, the principal amount of bonds to be sold, maturity schedules, call and put feature premiums, bases of awarding bids, and type of sales. Provide debt capacity analyses.
7. Assist bond counsel, underwriters, underwriters counsel, AlamoRMA staff and general counsel in writing and issuing all official statements.

8. Correspond with, prepare and submit documents to, and testify before the Texas Bond Review Board. Prepare the staff of the AlamoRMA and the Board for testimony before the Texas Bond Review Board. Advise the staff of the AlamoRMA on its correspondence with Texas Bond Review Board.
9. Correspond with, prepare and submit documents to, and testify before bond rating firms. Prepare the staff of the AlamoRMA and the Board for testimony before bond rating firms. Advise the staff of the AlamoRMA on its correspondence with bond rating firms.
10. Arrange for printing and mailing of applicable official statements to prospective bidders for all types of debt instruments the AlamoRMA may issue.
11. In the event that the AlamoRMA should undertake negotiated underwritings, the Financial Advisor(s) shall assist the AlamoRMA in all aspects of a negotiated transaction including, but not limited to, the preparation and mailing of the request for qualifications to provide financial underwriting services, in-depth evaluation of qualifications submitted, selection of an underwriting team and other matters related to the successful consummation of a negotiated transaction(s).
12. Advise, inform and assist the AlamoRMA with performing due diligence investigations with respect to firms that the AlamoRMA may contemplate utilizing in a financing transaction. Such due diligence shall include matters pertaining to the knowledge of, or investigation into a firm's alleged or convicted financial misconduct, securities violations, financial health, Justice Department investigations(s), or other financial diligence.
13. Collaborate with bond attorneys retained by the AlamoRMA and assist in all the financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.
14. Arrange for printing of bonds and coordinate with bond counsel and registrar.
15. Explain the offerings of the AlamoRMA to prospective bidders in the bond market and solicit participation from various investment bankers.
16. Attend pricings and bid openings and assist the staff of the AlamoRMA in evaluating bids and recommend acceptance or rejection of bids.
17. Arrange for and coordinate bond closings with successful bidder, and if applicable, printer, registrar, bond counsel, general counsel, and staff of the AlamoRMA including instructions for closing.
18. Maintain copies of all transcripts.
19. Keep the AlamoRMA informed of market developments and financing techniques, which might be applicable to a bond-financing program of the AlamoRMA.

20. Provide special financial advice to the AlamoRMA as needed. This may include assistance in the development of alternative financing programs for potential turnpike projects. Work with staff and Board committees in evaluating state and federal legislation for the AlamoRMA, and other tasks as required.
21. Evaluate unsolicited proposals from the commercial and investment banking industry.
22. Perform analyses and make recommendations on credit enhancement options, feasibility of synthetic products, commercial paper transactions (to the degree permitted by law).
23. Monitor the feasibility of refunding and/or refinancing opportunities to determine and recommend the desirability of refinancing existing debt including the provision of assistance in all aspects and phases of the refunding transaction.
24. Provide advice, evaluations, and recommendations of products for management and maximization of interest income on AlamoRMA capital assets.
25. Prepare recommendations, solicit bids, evaluate, and advise the AlamoRMA staff on long and short term investments of bond proceeds, construction fund management, repo-agreements, etc.
26. Assist in writing professional service specifications, evaluating, and advising the AlamoRMA staff on trustee and commercial banking performance and proposals.
27. Attend and participate in AlamoRMA Board, committee, and staff meetings. Deliver financial related reports and advice.
28. Review and evaluate current and pending legislation and report to AlamoRMA.
29. Advise and assist the AlamoRMA in complying with, and preparing continuing disclosure of financial information and operating data pursuant to all Security and Exchange Commission and other federal and state rules.
30. Assist in identifying and obtaining new sources for funding for capital needs of the AlamoRMA such as may be available from open market leasing, state and/or federal grants or incentive programs.
31. Provide all other services usually necessary and required of a full service financial advisor, whether specifically outlined in the scope of services or not.

Technical Review Committees
AlamoRMA Consultant Selection
January 12, 2005

General Counsel RFQ

Notice Date: November 17, 2004
Submission Date: January 6, 2005

Tom Griebel
Jim Griffin, AlamoRMA Advisor
Bonnie Elder, General Counsel - VIA
Debra Felder, Attorney - TxDOT-SAT
Andy Martin, City Attorney - COSA
Ed Schweningen/Kelsey Menzel, DA's Civil Division - Bexar County

General Engineering Consultant RFQ

Proposed Issue Date: January 12, 2005
Proposed Submission Date: February 18, 2005

Tom Griebel
Jim Griffin, AlamoRMA Advisor
Julie Brown/Jennifer Moczygemba, TxDOT-SAT
Jason Cosby, Assistant Director Public Works - COSA
Jeanne Geiger, Deputy Director - MPO
Les Locke, County Engineer- Bexar County

Financial Advisory Services RFQ

Proposed Notice Date: January 12, 2005
Proposed Submission Date: February 18, 2005

Tom Griebel
Jim Griffin, AlamoRMA Advisor
Marcus Jahns, Bexar County Consultant
Milo Nitschke, Finance Director - COSA
David Smith, Budget Officer - Bexar County



RESOLUTION PROVIDING FOR PARTICIPATION IN THE SUPPLEMENTAL DEATH BENEFITS FUND PROGRAM (Employees Only - District) - Revised 2004

Employer # _____

Part One: Form of Minutes for Adoption of Resolution

THE STATE OF TEXAS

COUNTY OF _____

On this the _____ day of _____, 200__, the governing board of the _____ ("the District") was convened in _____ session with the following members present:

Table with 3 columns: Name, Title, Voting (✓). Multiple rows for listing members.

Mr./Ms. _____ moved that the resolution, (Exhibit One of these minutes), be adopted by the District. The motion was seconded by Mr./Ms. _____, and was adopted with the following members voting AYE: _____, _____, _____, _____, _____, and _____; and the following members voting NO: _____, _____, and _____.



**RESOLUTION PROVIDING FOR PARTICIPATION IN THE
SUPPLEMENTAL DEATH BENEFITS FUND PROGRAM
(Employees Only - District) - Revised 2004**

Part Two: Form of Resolution to be Adopted and Included in Minutes

**Exhibit One
Resolution Providing for Participation in the
Supplemental Death Benefits Fund Program Administered by the
Texas County and District Retirement System (Section 842.004, Government
Code) (Employees Only)**

WHEREAS, the District is a participating employer in the Texas County and District Retirement System (hereafter "System") under Subtitle F, Title 8, Government Code (hereafter "TCDRS Act"); and

WHEREAS, the District may elect to participate in the Supplemental Death Benefits Fund program administered by the System as prescribed in Section 842.004 of the TCDRS Act; and

WHEREAS, the District's Governing Board has determined that it is in the public interest, as well as a benefit to the employees of the District, that the District participate in the Supplemental Death Benefits Fund program administered by the System; now, therefore, be it **RESOLVED**, That:

1. The District hereby elects to participate in the Supplemental Death Benefits Fund program of the System pursuant to the provisions of the TCDRS Act, for the purpose of providing in-service death benefits in the amounts and on the terms provided for in the TCDRS Act for each of the District's employees who are members of the System.
2. Participation of the District employees in the Supplemental Death Benefits Fund program shall be effective on the first day of _____, 200__ or such subsequent date as may be prescribed by the Board of Trustees of the System.



RESOLUTION PROVIDING FOR PARTICIPATION IN THE SUPPLEMENTAL DEATH BENEFITS FUND PROGRAM (Employees Only - District) - Revised 2004

Part Three: Secretary's Certification

I, _____, Secretary¹ of the _____² of _____³, and custodian of its official records, do hereby certify that the foregoing is a full, true and correct copy of: Resolution *Providing for Participation in the Supplemental Death Benefit Program administered by the Texas County and District Retirement System (Employees Only)*, and of the official minutes pertaining to its adoption, as the same appear of record in the official minutes of the District.

Given under my hand and seal of office this _____ day of _____, 200__.

SEAL
(IF AVAILABLE)

Signature of Governing Board Official

Title

¹ The Chairman or the Vice-Chairman of the Board may complete Part III in the absence of the Board Secretary

² Title of Governing Body ("Board of Directors", Board of Trustees", etc.)

³ Name of Employer.

ALAMO REGIONAL MOBILITY AUTHORITY

Balance Sheet
December 31, 2004

ASSETS

Current Assets:	
Cash and cash investments	\$138,753
Prepaid insurance	2,959
Prepaid rent	200
	<hr/>
Total Current Assets	141,912
Fixed Assets:	
Equipment	1,598
Total Assets	<u>\$143,510</u>

LIABILITIES AND FUND EQUITY

Current liabilities:	
Accounts Payable	3,249
Accrued Salary and Taxes	--
Accrued Interest	4,012
	<hr/>
Total current liabilities	7,261
Other liabilities:	
Bexar County Loan Payable	250,000
Total Liabilities	<hr/> 257,261
Fund Deficit:	
Retained deficit	(53,632)
Unreserved - Net loss	(60,119)
	<hr/>
	(113,751)
Total Liabilities and Fund Deficit	<u>\$143,510</u>

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

ALAMO REGIONAL MOBILITY AUTHORITY

Statement of Expenses and Changes in Fund Deficit
For the period ending December 31, 2004

YEAR-TO-DATE	ACTUAL	BUDGET	VARIANCE
Operating Expenses:			
Salary Expense	\$42,380	\$56,070	\$13,690
Payroll Tax Expense	3,187	3,729	542
Business & Travel	2,990	7,674	4,684
Insurance Expense	692	876	184
Website Development	150	600	450
Telephone	315	1,200	885
Supplies, Postage, Copier	1617	600	(1,017)
Meeting Expense	705	600	(105)
Memberships	--	501	501
Professional Services	5,909	9,000	3,091
Office Space	--	--	--
Miscellaneous Expense	41	450	409
Total Operating Expenses	<u>57,985</u>	<u>81,300</u>	<u>23,315</u>
Loss From Operations	(57,985)	(81,300)	(23,315)
Nonoperating Expenses:			
Interest Expense	2,134	--	(2,134)
Total Nonoperating Expenses	<u>2,134</u>	<u>--</u>	<u>(2,134)</u>
Net Loss	<u>(60,119)</u>	<u>(81,300)</u>	<u>(21,181)</u>
Retained deficit at beginning of year	(53,632)		
Retained deficit at end of year	(\$113,751)		
Equipment Purchases & Reimbursement Contingency	1,598	1,000	(598)

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

ALAMO REGIONAL MOBILITY AUTHORITY

Statement of Cash Flow

For the period ending December 31, 2004

Cash Flows From Operating Activities:	
Cash Payments to Suppliers for Goods & Services	(\$20,950)
Cash Payments to Employees for Services	(48,873)
Net Cash Used by Operating Activities	<u>(\$69,823)</u>
Cash Flows From Capital and Related Financing Activities:	
Loan Proceeds	--
Net Cash Provided by Capital and Related Financing Activities	--
Net increase in cash and cash investments	
Cash and Cash Investments, October 1, 2004	208,576
Cash and Cash Investments, December 31, 2004	138,753
	<u>(\$69,823)</u>
Reconciliation of loss from operations to net cash provided by operating activities:	
Loss from operations	(60,119)
Adjustments to reconcile loss from operations to net cash used by operating activities:	
Increase in prepaid insurance	(2,959)
Increase in prepaid rent	(200)
Increase in furniture, fixtures & equipment	(1,598)
Decrease in accounts payable	(3,772)
Decrease in salaries and taxes payable	(3,308)
Increase in interest payable	2,134
Increase in loan payable	--
Net cash provided by operating activities	<u>(\$69,823)</u>

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

ALAMO REGIONAL MOBILITY AUTHORITY
(AlamoRMA)
Board of Directors Meetings
CY 2005

Wednesday, January 12, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, February 9, 2005 Noon	Regular Board Meeting	GKDA
<i>Wednesday, March 16, 2005</i> Noon	Regular Board Meeting	GKDA
Wednesday, April 13, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, May 11, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, June 8, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, July 13, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, August 10, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, September 14, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, October 12, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, November 9, 2005 Noon	Regular Board Meeting	GKDA
Wednesday, December 14, 2005 Noon	Regular Board Meeting	GKDA

01/12/05



Alamo Regional Mobility Authority

143 Billy Mitchell Blvd, Ste 6 ♦ San Antonio, TX 78226
(210) 362-7831 ♦ (210) 362-7807 Fax
www.AlamoRMA.org

November 20, 2004

The Honorable Nelson W. Wolff
Bexar County Judge
Bexar County Commissioners Court
100 Dolorosa
San Antonio, TX 78205

Dear Judge Wolff:

On behalf of the Alamo Regional Mobility Authority (AlamoRMA) and the Board of Directors we would like to take this time to recognize County Commissioner Robert Tejeda for his 13 years of service and leadership to Bexar County.

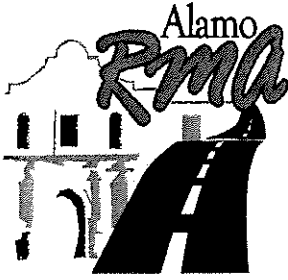
Commissioner Tejeda has been an outstanding leader and supporter for the success and development of the AlamoRMA. We recognize him for his distinguished Board appointments of Jerry Fuentes and Henry R. Munoz, III. And we thank him for being instrumental in the advancement of the interlocal financial assistance agreements between Bexar County and the AlamoRMA.

Commissioner Tejeda has served as an outstanding community leader, not only for the citizens of South Side Bexar County, but for all citizens of Bexar County. It has been an honor and privilege to work with such a man of his stature; he will definitely be missed but not forgotten.

Sincerely,

Bill Thornton
Chairman
Alamo Regional Mobility Authority

cc: Bexar County Commissioners
Alamo RMA Board of Directors
Tom Griebel, Executive Director AlamoRMA



Alamo Regional Mobility Authority

143 Billy Mitchell Blvd, Ste 6 ♦ San Antonio, TX 78226
(210) 362-7831 ♦ (210) 362-7807 Fax
www.AlamorMA.org

December 29, 2004

Michael W. Behrens, P.E.
Executive Director
Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701

Dear Mr. Behrens:

On behalf of the Board of Directors of the Alamo Regional Mobility Authority (AlamoRMA), I am pleased to submit to you the enclosed Application for Financial Assistance – Advanced Toll Equity Grant. We are submitting this application to secure \$20 million in start-up funding for the development of the Loop 1604 Western Extension, including an investment grade traffic and revenue study on the Starter Toll System and the Loop 1604 Western Extension, and the further evaluation of the identified toll network.

The Alamo Regional Mobility Authority Board of Directors authorized the submission of the enclosed application at the December 9, 2004 meeting. The official minutes of the December 9, 2004 meeting will be forwarded to you upon approval.

If you have any questions please contact Tom Griebel at (210) 362-7831 or email tgriebel@AlamoRMA.org. We look forward to continuing the partnership with TxDOT and building on our successful relationship.

Sincerely,

Bill Thornton
Chairman, AlamoRMA Board of Directors

Attachment

cc: AlamoRMA Board of Directors
Tom Griebel, AlamoRMA Executive Director
David B. Casteel, P.E. – District Engineer, TxDOT-SAT
Phillip Russell, P.E., - Director, Texas Turnpike Authority Division
James Bass – Director, Finance Division - TxDOT
Richard Monroe – General Counsel - TxDOT

M:\Toll Equity Grant\TollEquityGrantRequestTransmittalLtr_122904.doc

Dr. William Thornton, Chairman ♦ Gen. William McBride, Vice Chairman ♦ M. Cristina Rodriguez, Secretary/Treasurer
Reynaldo L. Diaz, Jr. ♦ Henry R. Munoz, III ♦ James R. Reed ♦ Robert S. Thompson
Thomas A. Griebel, Executive Director

Application for Financial Assistance Advanced Toll Equity Grant

Section I – Applicant Information

Applicant Name: Alamo Regional Mobility Authority

IRS Employer ID#: N/A **Project Name:** Loop 1604 Western Extension

Business Address: 143 Billy Mitchell Blvd., Suite 6, San Antonio, TX 78226

Business Phone: 210-362-7831

Business Fax: 210-362-7807

Contact Person (s):

Applicant is a Regional Mobility Authority consisting of Bexar County, created pursuant to Chapter 370 of the Texas Transportation Code and the 43 Texas Administrative Code Chapter 26 and authorized by a minute order of the Texas Transportation Commission approved on December 18, 2003.

Alamo Regional Mobility Authority:

Bill Thornton
Chairman, Board of Directors
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd., Suite 6
San Antonio, TX 78226
(210) 362-7830

Staff Contact:

Thomas A. Griebel
Executive Director
Alamo Regional Mobility Authority
143 Billy Mitchell Blvd., Suite 6
San Antonio, TX 78226
(210) 362-7831

Section II – Financial Information

Total Cost (estimate) of Entire Project: \$193,000,000.00
(i.e., right of way, construction, utilities, etc.)

Project Cost Components:

\$130,000,000.00	Construction Cost – Loop 1604 Western Extension 1
2,000,000.00	Strategic Turnpike Network Dev., and Traffic/Rev. Study 2
13,000,000.00	Planning and Engineering 3
13,000,000.00	Construction Phase Engineering and QC/QA 4
5,000,000.00	Right-of-Way 5
.00	Pending Environmental Re-evaluation Studies 6
28,500,000.00	Capitalized Interest and Debt Ser. Reserve Fund 7
1,500,000.00	Capitalized Finance Costs 7
\$193,000,000.00	Total

Proposed Project Funding Sources and Uses for Loop 1604:

Funding Sources:

13,000,000.00	1. Category 2 Funds (Construction costs) 8
\$160,000,000.00	2. RMA Contribution/Bond Proceeds
20,000,000.00	3. Current and Future TXDOT Participation 9
\$193,000,000.00	Total

Requested Financial Assistance: \$20,000,000.00

Proposed Use of Requested Financial Assistance:

2,000,000.00	Strategic Turnpike Network Dev., and Traffic/Rev. Study 2
13,000,000.00	Planning and Engineering 3
5,000,000.00	Right-of-Way 5
\$20,000,000.00	Total

1. Source: Preliminary Construction Cost Estimate – TXDOT
2. See Exhibit 1 & Exhibit 2
3. Source: TXDOT
4. IBID
5. IBID
6. IBID
7. Source: UBS and AlamorMA
8. Cat. 2 Funds Allocated to the Loop 1604 Western Extension are \$33 million - \$20 million Advance Toll Equity
9. Applicant is seeking \$20,000,000 of this amount in the current application. Additional TXDOT participation will be the subject of a subsequent application or other method of TXDOT participation. Source of funds will be Category 2 funds allocated to the project.

Section II (continued) – Financial Information

Bond rating letter from Moody's, Standard and Poor's, etc.: Bond rating will be sought after the completion of the Investment Grade Traffic and Revenue Study, the adoption of the final financing plan and trust agreement and the Texas Transportation Commission authorization to construct the Loop 1604 Western Extension project.

Board of Directors resolution authorizing application:

AlamoRMA Board of Directors authorized the submission of a \$20,000,000.00 Advanced Toll Equity Grant Application at the December 9, 2004 Board meeting. Copies of the official minutes will be forwarded upon approval.

Description of projects and their need including the potential impact on traffic congestion and mobility:

The Alamo RMA, an entity under local control but working in cooperation with TxDOT, seeks to develop turnpike projects that relieve traffic congestion and provide support to other transportation improvements in the region which otherwise might depend solely on State or Federal funding.

The proposed Loop 1604 Western Extension is a 10 mile turnpike project located in Bexar County. The Western Extension will connect to the Starter Toll System at La Cantera and extend southwest to SH151.

Over recent years Bexar County has experienced growth rates that are among the highest of any area in the country. Improvements to transportation infrastructure are vital to meet the demands resulting from this growth. Currently Loop 1604 Western Extension is a four lane divided suburban arterial. It carries traffic volumes that far exceed the safe and efficient carrying capacity of a facility of its configuration. The Loop 1604 Western Extension, will serve to add capacity in the existing corridor. The Loop 1604 Western Extension will be advanced to construction and the issuance of revenue bonds by developing a strategic turnpike development plan that will be utilized as a resource for the investment grade traffic and revenue study of the Starter Toll System, Loop 1604 Western Extension and other appropriate segments of the Turnpike Network

Loop 1604 Western Extension will be an important addition to the proposed Starter Toll System (See Exhibit 2 Turnpike Network Map for description). The traveling public will benefit from the Loop 1604 Western Extension as an integral part of a toll network (See Exhibit 1 for list of potential AlamoRMA projects and Exhibit 2 Turnpike Network Map) along corridors experiencing the largest amount of growth and will be delivered sooner than would otherwise be possible under traditional methods of transportation funding and project development. The Loop 1604 Western Extension will also enhance safety, decrease travel time, and generally improve the quality of life of citizens of the region.

Type of Project: Highway Project

Proposed Loop 1604 Western Extension

1) Initial Routes and Potential Alignments:

The project will be developed as a controlled access highway along the existing Loop 1604 corridor in Bexar County with a combination of fully tolled main lanes from SH 16 to SH 151 (Culebra Rd. – FM 471) and tolled lanes in the median between non-tolled main lanes from La Cantera to SH 16. The Western Extension will connect with existing Starter Toll System and extend southwest from La Cantera to SH 151 which will when operations are combined produce enhanced toll revenues. The schematic and environmental documents are being re-evaluated by TXDOT.

2) Projects' Logical Termini and Independent Utility:

The logical termini are described in the "Initial Route and Potential Alignments" section. Loop 1604 – Western Extension will be an integral extension to the Starter Toll System.

3) Potential Revisions or changes to state highway system facilities:

Loop 1604 – Western Extension has been included in the San Antonio – Bexar Metropolitan Planning Organization's approved Metropolitan Transportation Plan (MTP) and is a part of TXDOT's "The Plan" as a toll project.

4) Environmental Review of Projects:

A) Environmental Impact and Compliance with Local, State and Federal Environmental Laws:

In their petition to form the Alamogordo, Bexar County committed that the Applicant would assume responsibility for identifying and securing all federal and state environmental permits, issues and commitments necessary for the development of its projects. The applicant will reaffirm that commitment and its commitment to comply with all applicable environmental laws.

Section III (continued) – Project Information

B) Implementation of all Environmental Permits, Issues, and Commitments (EPIC):

In their petition to form the AlamoRMA, Bexar County committed that the Applicant would assume responsibility for identifying and securing all federal and state environmental permits and commitments necessary for the development of its projects.

C) Supplemental Environmental Information and Data:

Portions of the information required under “Project Impacts” is reflected in the records of TxDOT, including without limitation other initial records of decision obtained by TxDOT

5) Toll Interoperability

The AlamoRMA will ensure that the Loop 1604 Western Extension electronic toll collection system will be compatible (interoperable) with other toll collection systems operated in the State of Texas.

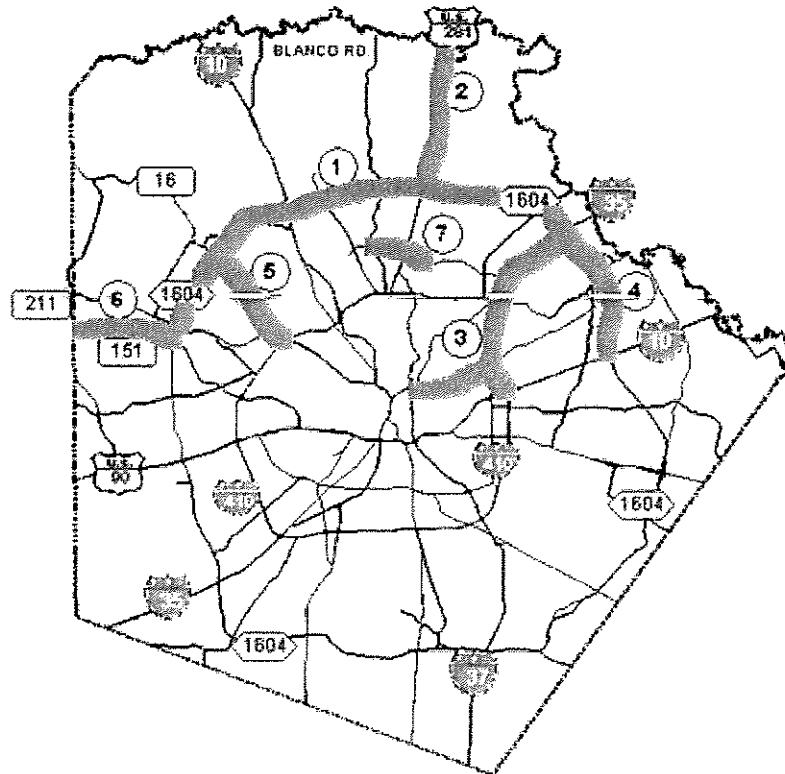
Exhibit 1

AlamoRMA POTENTIAL PROJECTS *

PROJECT	LIMITS
1	Loop 1604 – Western Extension La Cantera to SH 151 (Culebra Rd. – FM 471)
2	US 281 – Northern Extension Loop 1604 North to county line
3	Loop 1604 – Eastern Extension IH 35 North to IH 10 East
4	SH 16 Loop 410 to Loop 1604
5	SH 151 Loop 1604 to SH 211
6	Wurzback Parkway Starcrest to Blanco
7	IH 35 Loop 1604 to IH 37

*Projects listed in anticipated order of development

Exhibit 2 – Turnpike Network Map



1. Loop 1604 (north) from SH 151 (Culebra Rd. - FM 471) to IH 35 (north)*
2. US 281 from Loop 1604 (north) to Bexar/Comal County Line*
3. IH 35 (north) from Loop 1604 (north) to the Central Business District
4. Loop 1604 (east) from IH 35 (northeast) to IH 10 (east)
5. SH 16 (west) from Loop 410 (west) to Loop 1604 (west)
6. SH 151 from Loop 1604(west) to SH 211
7. Wurzbach Parkway from Starcrest to Blanco Road

*** Starter Toll System being developed by TxDOT includes sections of listed projects, including Loop 1604 (north) from IH 35 to La Cantera, direct connection ramps at IH 10 West and US 281 at Loop 1604 (north) and US 281 (north) from Loop 1604 to Stone Oak Parkway.**



Alamo Regional Mobility Authority

143 Billy Mitchell Blvd, Ste 6 ♦ San Antonio, TX 78226
(210) 362-7831 ♦ (210) 362-7807 Fax
www.AlamorMA.org

December 30, 2004

Michael W. Behrens
Executive Director
Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701


Dear Mr. Behrens:

In reference to the Texas Administrative Code, Subchapter G, Section 26.61, I have enclosed a copy of the annual operating budget for Fiscal Year 2005.

The Fiscal Year 2005 (October 1, 2004 – September 30, 2005) Operating Budget for the Alamo Regional Mobility Authority was approved and adopted, by the board on September 13, 2004.

If you have any questions please contact me at 210-362-7831 or email tgriebel@AlamoRMA.org.

Sincerely,



Thomas A. Griebel
Executive Director

cc: Alamo RMA Board of Directors

David B. Casteel, P.E. – District Engineer, TxDOT-SAT
Phillip Russell, P.E., - Director, Texas Turnpike Authority Division
James Bass – Director, Finance Division - TxDOT
Richard Monroe – General Counsel – TxDOT

enclosure

**BEXAR COUNTY
REGIONAL MOBILITY AUTHORITY
(BCRMA)**

Operating Budget

Fiscal Year 2005 (October 1, 2004 – September 30, 2005)

EXPENSES:

Salary & Benefits:		\$ 360,000
Executive Director, Operations Director, Technical Specialist, Executive Assistant and Administrative Assistant, Includes Retirement, Matching FICA, Medical and Life Insurance.		
 Travel & Business Expenses:		
Mileage Expense	\$ 7,800	
Business Expenses	2,400	
Wash. DC Trips – TIFIA Loan	6,000	
New York Rating/Underwriting trip	4,000	
IBTTA Annual Meeting	6,000	
Team Texas Meetings	3,000	
Misc. Conferences	<u>1,500</u>	
		30,700
 Operating Expenses:		
Insurance – Liab., D & O, Surety Bond	\$3,500	
Web Site Maintenance/Enhancement	2,400	
Telephone - Cellulars	4,800	
Telephones - Land Line	6,000	
Supplies, Postage, Copies	2,400	
Meeting Expenses	2,400	
Memberships – IBTTA, TRB, Team TX	2,000	
Misc. Expenses	1,800	
Office Space	15,000	
Capital Equipment: Furniture, Telephone System, Computer Systems, Copier, and Signage	<u>50,000</u>	
		90,300
 Consulting Services:		
Financial Services (Accounting, Auditing & Bond Financial Advisor)	75,000	
Other Consulting Services (Public Relations, Legal & General Engineering)	<u>100,000</u>	
		<u>175,000</u>
 TOTAL BUDGET		 \$656,000

Notes/Assumptions:

- 1) Bexar County will be the payroll agent for the RMA staff. RMA staff to participate in the BCRMA benefits package.
- 2) BCRMA will maintain independent financial accounting system and bank accounts, excluding payroll functions.
- 3) Staff compensation is subject to negotiations. Staff additions will be phased in over the fiscal year and further evaluated for shared funding by the TxDOT Advanced Toll Equity Grant.
- 4) Greater Kelly Development Authority (GKDA) will provide initial office space, utilities, furniture and computer equipment at no cost to the BCRMA through February 2005.
- 5) GKDA will provide computer system support and link the BCRMA computers to the GKDA computer network through February 2005.
- 6) RMA will continue to develop Policies, Procedures and Request for Qualifications utilizing formats from the Central Texas RMA and TxDOT.
- 7) General Engineering, Legal, Financial Advisor, Bond Counsel, Traffic and Revenue Consultant and Public Relations (Marketing) Consultant will be totally or partially funded by the TxDOT Advanced Toll Equity Grant or the Revenue Bond Proceeds.

