

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

RESOLUTION NO. 07-29

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

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

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services, with such procurement efforts to include drafting and issuing various requests for proposals in accordance with the CTRMA's Policies and Procedures Governing Procurements of Goods and Services; and

WHEREAS, the CTRMA prepared a request for proposals soliciting proposals for the provision of hazardous materials response services for the 183-A Project ("RFP") and issued the RFP on May 18, 2007; and

WHEREAS, two firms submitted responses to the RFP on or before the due date of May 31, 2007; and

WHEREAS, a review panel that included both CTRMA staff and appropriate CTRMA consultants has received and evaluated the RFP responses in accordance with the provisions of the RFP; and

WHEREAS; based on their evaluation, the review panel recommends that TAS Environmental Services, LP be retained to provide hazardous materials response services for the 183-A Project, subject to successfully negotiating an agreement on mutually acceptable terms and conditions consistent with the RFP and the successful RFP response.

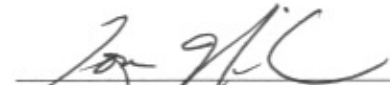
NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves of the selection of TAS Environmental Services, LP to provide hazardous materials response services for the 183-A Project; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an agreement with TAS Environmental Services, LP for the provision of hazardous

materials response services for the 183-A Project consistent with the RFP and the RFP response, CTRMA procurement policies and this Resolution and that such agreement may be executed by the Executive Director upon its completion under the terms hereof.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-29
Date Passed 6/27/07

Attach Copy of RFP Form

**REQUEST FOR PROPOSALS (RFP)
FROM FIRMS TO PROVIDE
HAZARDOUS MATERIALS RESPONSE SERVICES
TO THE CTRMA**

RECEIPT OF RFP

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

DATE: _____

**PLEASE RETURN TO THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
VIA FACSIMILE AT (512) 996-9784
ATTN: Ron Fagan (rfagan@ctrma.org)**

**This form must be returned as soon as possible by any firm intending to submit a
response to the Request for Proposals.**

REQUEST FOR PROPOSALS

to provide

HAZARDOUS MATERIALS RESPONSE SERVICES

RFP Issue Date: May 18, 2007

Response Due: 4:00 PM CDST May 31, 2007
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Ron Fagan (rfagan@ctrma.org)

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
HAZARDOUS MATERIALS RESPONSE SERVICES
REQUEST FOR PROPOSALS (“RFP”)**

The Central Texas Regional Mobility Authority (“CTRMA” or “the Authority”), a regional political entity, is currently in the process of constructing its initial project, the 183-A Turnpike Project in Williamson County, which was opened to traffic in March, 2007. In addition, the CTRMA has plans for developing and operating several other toll projects in Travis and Williamson Counties. Section 370.181(b) of the Texas Transportation Code (2007) provides that a regional mobility authority may contract with any one or more persons for the services necessary to operate and maintain its projects, including hazardous materials response services.

The CTRMA is requesting proposals from professional firms interested in providing the CTRMA with services in responding to incidents or accidents involving potentially hazardous materials within its designated right-of-way to ensure the expeditious and effective removal and safe disposal of hazardous or non-hazardous materials which may be encountered on its facilities. Such services may include sampling, analysis, transportation and final disposition of hazardous and non-hazardous materials.

DESCRIPTION OF CTRMA: The CTRMA is a regional entity granted broad powers under state law to study, design, construct, operate, expand, enlarge, and extend transportation projects in the region of the Authority (i.e., Travis and Williamson Counties) and adjacent areas as permitted by law.

The CTRMA was formed at the request of Travis and Williamson Counties, Texas. In the petition to form the CTRMA, the Counties identified the 183-A Turnpike Project as the CTRMA’s initial project. Since then, the CTRMA has further prosecuted the development of the 183-A Turnpike Project, including the procurement of a developer for the Project through a Comprehensive Development Agreement (“CDA”). In addition, the Capital Area Metropolitan Planning Organization (“CAMPO”) has indicated its approval of the funding of various new capacity projects through tolling and operation as toll roads. Several of the toll road segments currently are in various stages of project development by the Texas Department of Transportation (“TxDOT”), and it is intended that these proposed segments will be operated by the CTRMA as the CTRMA Turnpike System (the “Turnpike System”).

SCOPE OF SERVICES: The firm selected as a result of this RFP (the “Vendor”) shall provide technical assistance and advice to the CTRMA and shall perform incident response services required to respond to potentially hazardous incidents or accidents on or along highway rights-of-way of the CTRMA. The Vendor shall provide all labor, supplies, equipment, materials and permits necessary to clean, remove and dispose of hazardous or non-hazardous waste. The Scope of Work shall be performed in accordance with the Special Specification attached hereto as Attachment A.

RESPONSES TO THE RFP SHALL INCLUDE THE FOLLOWING INFORMATION:

- I. **The Firm:** A brief history and general description of the firm should include a description of:
- A. The firm's experience in emergency response to potentially hazardous incidents or accidents, as well as the other services described in the Special Specification attached hereto;
 - B. A listing of the firm's personnel, including experience and qualifications, assigned to this project;
 - C. A summary of how the firm would charge for the services described in this RFP; and
 - D. Any conflicts or potential conflicts of interest. Disclose all contractual or informal business arrangement/agreements, including fee arrangements, consulting agreements, and the nature of any legal representation, between your firm and: the CTRMA staff and/or any of its Board members; any entity that provides services to the CTRMA or TxDOT; and any governmental entity or political subdivision within the geographic area encompassed by the CTRMA. Proposers must also comply with, and make required disclosures pursuant to, the Conflict of Interest disclosures policies adopted by the CTRMA Board and available at the CTRMA website, <http://www.mobilityauthority.com/policies.php>.

II. **Firm Organization, Staffing And Procedures:**

- A. Provide an organizational chart identifying key project management and lead personnel for both the firm and any of its anticipated subcontractors. The relevant areas of project responsibility for lead personnel should be indicated. Designate the firm's office and officer to be directly responsible for potential CTRMA projects. Provide in detail the identified personnel's experience with incident response.
- B. The names and experience resumes of those key personnel named on the organizational chart who currently are full time employees of the firm and who would be assigned to the current and potential CTRMA projects, or to other projects to be named later, in one of the firm's Texas offices and in the office of each subcontractor, if any, shall be submitted. Particular descriptive and historic emphasis should be given to the qualifications of personnel currently assigned to the firm's designated project office staff.
- C. Provide an abstract of the firm's Quality Assurance procedures.
- D. Provide an outline of procedures the firm would implement to perform the CTRMA incident response services. **SCHEDULE B and SCHEDULE C as included in Attachment A - Special Specification MUST accompany the Proposer's Bid.**

- III. Experience:** A listing of relevant projects accomplished within the past five years shall include the following:
- A. Project name.
 - B. Project location.
 - C. A brief description of the project and the work performed.
 - D. Name, address, and telephone number of client contact.

SCHEDULE A – REFERENCES as included in Attachment A - Special Specification MUST accompany the Proposer's Bid.

- IV. Historically Underutilized (“HUB”) And Disadvantaged Business Enterprise (“DBE”) Participation:**
- A. Indicate whether your firm is a certified DBE/HUB/SBE and provide a copy of the certification, if applicable.
 - B. Complete the enclosed EEO form.
 - C. Will CTRMA work be subcontracted to any State of Texas certified HUB or DBE firm? If so, provide the name of the firm, the principals, with a summary of the work to be performed and the percentage of the total contract.
 - D. Provide all other pertinent information of women/minority participation within other subcontracting firms, if available.
 - E. Provide a copy of your firm’s Affirmative Action Plan.
- V. Emergency Response Cost Schedule:** Provide a basic Schedule of Costs associated with emergency response to the 183A Turnpike facility in Williamson County. The proposed unit costs should include all of those elements that would be anticipated to cover a highway cargo spill, including personnel, vehicles and equipment, containers, chemicals, safety gear and equipment, and transporting and disposal of the materials. The cost data will be evaluated on the basis of reasonableness and appropriateness of the summary list, as well as the specific prices quoted for each component of the response.

SUBMITTAL RESTRICTIONS: Submittal text shall be limited to five (5) pages in length, exclusive of resumes, cover sheets, flyleaves, tables of content, dividers, etc., printed on two sides and double-spaced (for a total of 10 pages of text). Materials submitted in excess of the specified 5 double-sided pages will not be reviewed. Preprinted brochure material may be included in the submittal if desired and will not be counted in the 5 double-sided page maximum.

Updates, clarifications, and addenda to this RFP will be posted on the CTRMA’s website (<http://www.mobilityauthority.com/public.php>). Respondents are responsible for monitoring the website.

SELECTION OF INCIDENT RESPONSE SERVICES FIRM: The CTRMA will make its selection based the following criteria:

Category	Rating	Score
Firm Qualifications	10%	
Firm Experience	20%	
Assigned Staff	20%	
Response Procedures	30%	
Cost Schedule	20%	
Totals	100%	

A panel appointed by the Executive Director of the CTRMA will initially review the RFP responses and provide such feedback, recommendations, or rankings as the Executive Director desires. The ultimate selection of a firm or firms, if any, will be made by the CTRMA Board. The CTRMA has not committed itself to employ an Incident Response Services firm, and neither the suggested scope of services nor the terms of an agreement should be construed to require that an Incident Response Services firm will be employed for any or all of the services described in this RFP. The CTRMA reserves the right to make those decisions, and the CTRMA's decision on those matters is final.

The CTRMA reserves the right to negotiate services to be provided, the fees therefore, and to reject any and all proposals. In the event an agreement is entered into by and between the CTRMA and a successful Respondent, such agreement shall in form and substance be fully accepted in writing by the parties ("Final Agreement").

QUESTIONS AND CLARIFICATIONS: All inquiries regarding the requirements of this RFP must be submitted in writing (including email) to the CTRMA c/o Ron Fagan, no later than May 25, 2007. Correspondence should be addressed to the same location designated below for delivery of submittals; email should be directed to rfagan@ctrma.org, with a copy to Tom Nielson at t Nielson@ctrma.org. To ensure a fair process, inquiries (or summaries thereof) and responses will be posted on the CTRMA website for the review of all potential proposers.

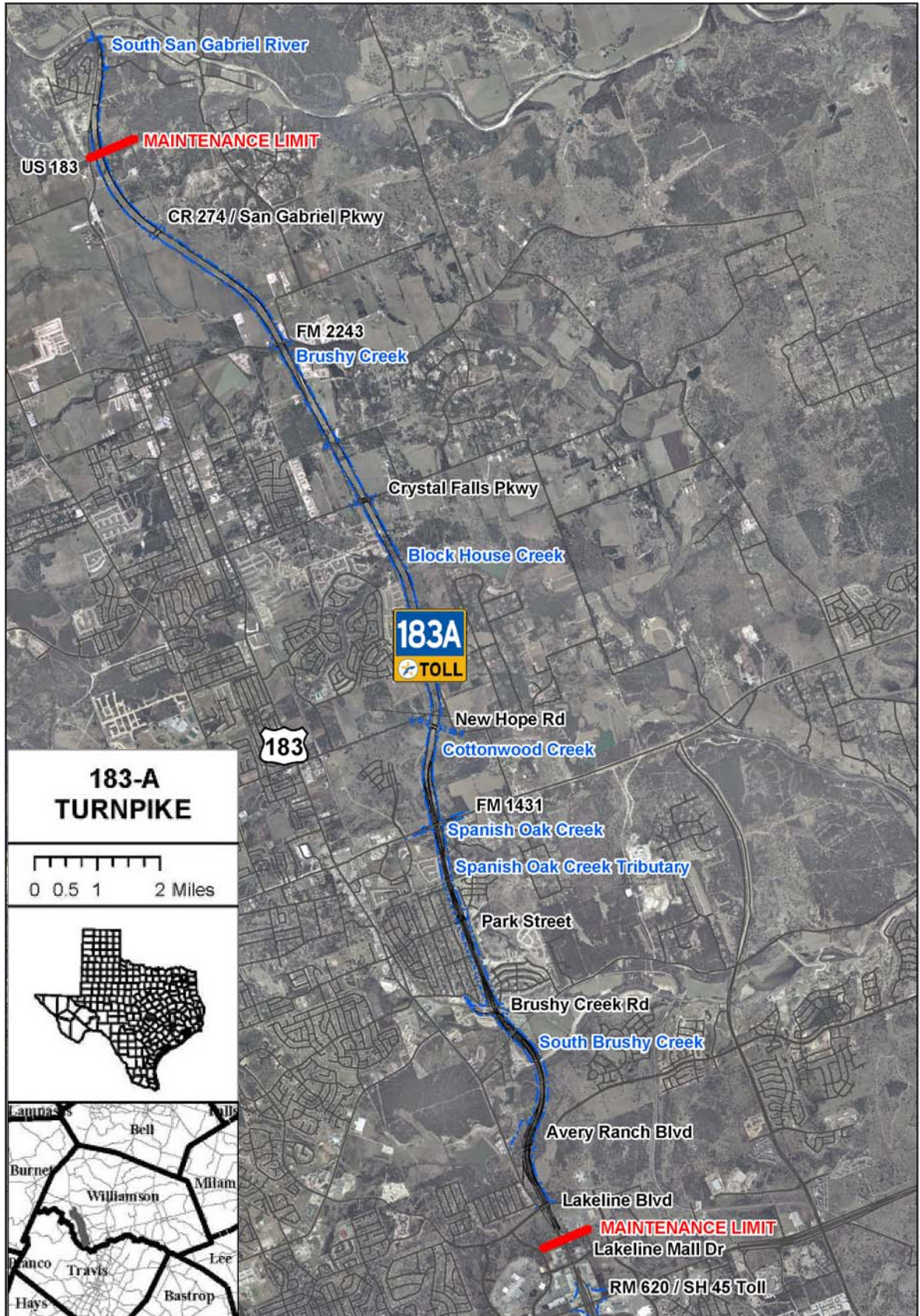
COST OF SUBMITTALS: All costs directly or indirectly related to preparation of a response to this RFP, or in any oral presentation required to supplement and/or clarify the RFP, shall be the sole responsibility of, and shall be borne by, responding firms.

RELEASE OF INFORMATION AND OPEN RECORDS: All proposals shall be deemed, once submitted, to be the property of the CTRMA. Response documents may be subject to public disclosure under the Texas Public Information Act (“PIA”). Any material deemed to be proprietary, confidential, or otherwise exempt from disclosure under the PIA shall be clearly marked as such. The CTRMA will notify proposers in the event a PIA request is received during the pendency of this procurement which might cover all or part of the RFP response.

DELIVERY AND DEADLINE FOR SUBMISSION OF RESPONSES: All responses shall be received by the Central Texas Regional Mobility Authority, c/o Ron Fagan, 301 Congress Avenue, Suite 650, Austin, Texas 78701, no later than 4:00 p.m. prevailing time, May 31, 2007. Five (5) copies of the response of a firm shall be submitted.

ANTI-LOBBYING: Except as provided above as to questions and clarifications concerning this RFP, prospective respondents may not, during the pendency of this procurement, contact members of the CTRMA Board of Directors, CTRMA employees, or consultants performing work for the CTRMA concerning the subject matter hereof. Violation of this restriction is grounds for disqualification.

Site Location & Map



Central Texas Regional Mobility Authority

Special Specification

INCIDENT RESPONSE SERVICE

1. **SCOPE:** This specification describes incident response service required to respond to potentially hazardous incidents or accidents on or along highway rights of way or CTRMA facilities. This service also includes sampling, analysis, transportation and final disposition of hazardous and non-hazardous materials. Vendor shall provide all labor, supplies, equipment and materials necessary to clean, remove and dispose of hazardous waste.
2. **RESPONDENT QUALIFICATIONS**
 - 2.1. Respondents shall be individuals, firms, or corporations regularly engaged in the emergency *and non-emergency* response to potentially hazardous incidents or accidents. *Respondent* shall understand the currently known hazards and risks which are presented to human beings, property and the environment in the handling, analyzing, transporting and disposing of hazardous waste.
 - 2.2. The respondent shall obtain all necessary registrations, certifications, licenses and permits in connection with work required to fulfill all of the specifications set forth herein.
 - 2.3. The following may be grounds for disqualification of the bid:
 - 2.3.1. Formal enforcement action against the respondent, any subcontractor, or disposal facility by Environmental Protection Agency (EPA) and/or Texas Commission on Environmental Quality (TCEQ).
 - 2.3.2. More than three violations in the last two years by the respondent or subcontractors as issued by United States Department of Transportation (U.S. DOT) and/or Texas Department of Public Safety (DPS).
 - 2.4. The respondent and/or respondent's personnel shall meet the following minimum qualifications:
 - 2.4.1. **Project Manager:** The Project Manager shall supervise all spill activities and be the contact person for all issues regarding those activities. The Project Manager may also be the same individual who fills the function of the Response Foreman and/or the Response Technician, but this individual shall have the same qualifications and experience listed under each position.

- 2.4.1.1. Four years of experience including emergency response incidents and incident response activities, site cleanup, disposal and implementing health and safety plans.
 - 2.4.1.2. Two years shall be direct on-scene field experience and include managing and supervising multidisciplinary (professional and laborer) chemical cleanup or response personnel.
 - 2.4.1.3. Registered with the TCEQ as a Corrective Action Project Manager.
- 2.4.2. Project Coordinator: The Project Coordinator shall administer the vendor and subcontractor's services on behalf of CTRMA. (NOTE: This position is intended to be an administration function, not an engineering function. This may include analytical testing laboratories, waste disposal facilities, and other environmental services in which the respondent may not have correct training and equipment.
- 2.4.3. Response Foreman: The Response Foreman may be the same individual who fills the function of the Project Manager; but this individual shall have the qualifications and experience listed for each position.
 - 2.4.3.1. Four years or more of direct-on-scene experience in chemical cleanup activities which include response equipment operation, field construction and equipment malfunction trouble-shooting and repairs.
 - 2.4.3.2. Two years of the required experience shall include supervising other personnel.
- 2.4.4. Response Technician: Two years of experience in performing assignments that are normally standardized, such as operating testing or remediation equipment of moderate complexity, constructing components, troubleshooting malfunctioning equipment, making simple repairs and collecting samples.
- 2.4.5. Health and Safety Officer
 - 2.4.5.1. Four years or more of direct on-scene experience in chemical cleanup activities which include response equipment operation, field construction, equipment malfunction troubleshooting and repairs.
 - 2.4.5.2. Two years of the required experience preparing health and safety plans, supervising health and safety of other personnel.
- 2.4.6. Heavy Equipment Operator: The vendor shall have trained and qualified heavy equipment operators available to ensure accurate delivery of services in multiple locations. This training shall include, but is not limited to, all required OSHA training under 29 CFR sec. 1910.120.

3. REFERENCES: The respondent shall submit, on Schedule A, the company name, address, point-of-contact and telephone number of five references in the State of Texas for which like services were performed within the last two years. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. Failure to submit references with the bid response may disqualify the bid from consideration for award (Ref. Para. 17.3).
4. PERSONNEL SUBSTITUTION/REPLACEMENT
 - 4.1. Any proposed personnel substitutions, for any reason, from the individuals or subcontractors specified in the Respondent's Qualifications are subject to CTRMA approval and shall have comparable qualifications to those of the personnel or subcontractors being replaced.
 - 4.2. Prior to diverting any of the specified individuals or subcontractors from the work the vendor shall notify CTRMA in writing in advance and shall submit written justification (describing proposed substitutions) in sufficient detail to permit evaluation of the impact on the work.
 - 4.3. No diversion shall be made by the vendor without written consent of CTRMA's designated representative. The applicable Project Manager may approve a diversion with respect to work on a particular work order or specified set of work orders.
 - 4.4. CTRMA reserves the option to request replacement of any individual during the term of the Final Agreement with the successful Respondent.
5. SERVICE REQUIREMENTS: The vendor shall:
 - 5.1. Comply with federal, state and local government laws and regulations in whose jurisdiction the service is performed.
 - 5.2. Perform all work in a manner that minimizes the possibility of threats to the traveling public, human health or the environment. The vendor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.
 - 5.3. Have available the personnel, equipment and materials necessary to respond to a request by CTRMA on a 24 hour, seven day week, 52 week year basis and an emergency telephone number that is answered 24 hours a day.
 - 5.4. Receive approval from CTRMA's designated representative (See Para. 6.3) prior to final disposition of material.
 - 5.5. Provide certificates of destruction or treatment with the final copy of the manifest when the disposition of material is by fuel blending or incineration.
 - 5.6. Perform all services in the most economical way practical, subject to the constraints of the Final Agreement.
 - 5.7. Be responsible for locating all utility lines (underground, aboveground and aerial) in the vicinity of the job site. The vendor shall use precautions not to

damage such utility lines. The vendor shall coordinate with CTRMA's designated representative and Texas One-Call System (1-800-245-4545). The vendor shall bear all costs required to repair any utilities damaged during work performed under the Final Agreement.

- 5.8. Pre-load response vehicles with the appropriate equipment and materials. The vehicles shall include:
 - 5.8.1. Pick-up truck: Used for initial response, monitoring and all site visits where large amounts of equipment are not required. At a minimum, the vehicle shall be stocked with the equipment necessary for incident response. The vendor shall provide a pick-up truck for every initial response.
 - 5.8.2. Trailer, minimum 14 ft.: Used for initial response, incident assessment, monitoring and all site visits where additional equipment is required. At a minimum, the trailer shall be stocked with the equipment identified.
- 5.9. Immediately advise CTRMA's designated representative, if the vendor determines that traffic diversion or other traffic control is required at any site and cooperate with any requirements of CTRMA's designated representative or other CTRMA personnel in order that they may safely divert or control traffic.
- 5.10. Be solely responsible for the development of and compliance with a Comprehensive Health and Safety Plan, and a response Health and Safety Plan for each site.
 - 5.10.1. The Comprehensive Health and Safety Plan, and the Response Health and Safety Plan for each site, shall comply with all requirements of the Final Agreement, with 29 CFR 1910.120, Uniform Trench Safety Conditions, Texas Government Code 2166.303, and with all other applicable laws and regulations.
 - 5.10.2. The vendor shall certify that all personnel employed by the vendor and by subcontractors who perform work under the contract comply with all requirements of the Occupational Safety and Health Administration (OSHA), including, but limited to, appropriate level training requirements under 29 CFR 1910.120.
 - 5.10.3. A copy of the Comprehensive Health and Safety Plan shall be submitted to CTRMA within 10 days of issuance of a Final Agreement.
- 5.11. Maintain daily work tickets at each work site which shall itemize all the vendor's costs per day. The daily work ticket shall include the following information:
 - 5.11.1. List of personnel, by title, including the number of hours worked for each employee.
 - 5.11.2. List of equipment used, including the number of hours of use for each piece of equipment.

- 5.11.3. List of consumables and expendables, including quantity (e.g. 22½ gallon sampling containers, 8 pairs of protective gloves).
- 5.12. Notify CTRMA's designated representative of any change in the disposal location(s) during the term of the service, the notification shall be in writing ten days prior to the effective date of the change.
- 5.13. Notify CTRMA's designated representative on any change in a laboratory(ies) during the term of the Final Agreement, the notification shall be in writing within ten days prior to the effective date of the change.
- 5.14. Not provide data, reports or maps generated or otherwise obtained in the performance of its responsibilities under the Final Agreement, except as otherwise provided by the Final Agreement. The vendor shall not release any information relating to the Final Agreement to the news media without specific written authorization from TxDOT.

6. AUTHORIZATION

- 6.1. CTRMA's designated representative will contact the vendor by telephone to request service under the Final Agreement. All known information of the situation will be provided to the vendor. A written request for service will be faxed or mailed to the vendor within 24 hours of initial notification. Work under the Final Agreement will be authorized by site-specific work orders issued by CTRMA.
- 6.2. The vendor shall advise CTRMA's designated representative, within 30 minutes of arrival to the site, of the situation and the progress of the response.
- 6.3. A list of CTRMA designated representatives will be given to the vendor upon award of the Final Agreement.
- 6.4. The vendor shall receive approval from CTRMA's designated representative prior to expending any money for items not listed on the Bid Schedule. TxDOT will not reimburse the vendor for any items that were not approved.
- 6.5. A work order may include time limits and a maximum authorized amount, in which case all work under that work order shall be performed within those time limits and compensation for work performed under that work order may not exceed the authorized work order amount.
- 6.6. CTRMA may suspend or cancel all or part of the work order at any time, for any reason.

7. MOBILIZATION AND RESPONSE TIME

- 7.1. Upon notification by CTRMA's designated representative, the vendor shall mobilize and begin action within the time frames stated below. Vendor notification may be oral or written.

- 7.1.1. The vendor shall mobilize and begin action within two hours after notification.
- 7.1.2. Begin action means that the vendor shall commence and sustain a substantial portion of an adequate response as directed and determined by CTRMA's designated representative.
- 7.2. Consistent failure by the vendor to respond within the allowed time frame may, at CTRMA's option, place the vendor in default and subject the vendor to cancellation of the Final Agreement. Consistent failure shall be defined as not responding within the allowed response time on two out of three occasions.

8. SAMPLING AND ANALYSIS

- 8.1. Sampling shall be performed by the vendor sufficient to characterize and properly classify the material. Sampling and analysis shall be performed only to the degree deemed necessary to identify the waste being disposed. Waste capable of identification through process knowledge shall be used in lieu of testing when applicable.
- 8.2. Bid price for sample analysis shall include all costs for analysis, sample jars, transportation, sample disposal and Chain-of-Custody documentation.
- 8.3. Chain-of-Custody Forms (COC) shall accompany sample results and quality control. Sample results, the COC and all quality assurance documentation shall be submitted to CTRMA's designated representative within 30 days of completion of results.

9. DEFECTIVE WORK

- 9.1. If CTRMA considers it necessary or advisable that covered work be observed, inspected or tested by others, at CTRMA's request, the vendor shall uncover, expose or otherwise make available that portion of the work in question, furnishing all necessary labor, material and equipment. CTRMA will promptly provide notice to the vendor of observed defects.
- 9.2. At the vendor's expense, the vendor shall immediately make any necessary adjustments or corrections to remedy any defective work including, but not limited to, all costs of repair or replacement of work of others. Vendor also shall pay all claims, costs, losses and/or damages caused by or resulting from such defective work.
- 9.3. If such work is not found to be defective, CTRMA will reimburse vendor the cost attributable to such uncovering, exposure, observation, inspection, testing, replacement and rework.
- 9.4. CTRMA reserves the right to correct defective work itself, either before or after notice of such defects has been provided to the vendor. In the event that CTRMA corrects the defective work, the vendor shall promptly reimburse CTRMA the costs of making such correction(s).

10. REMOVAL OF MATERIALS

- 10.1. Contaminated materials shall be removed from the site within 48 hours.
When possible, the vendor shall remove and transport all contaminated soils, solids and liquids directly to a disposal or treatment facility per Schedule B listing.
- 10.2. If direct transport is not possible materials may be staged at a CTRMA facility subject to the approval of CTRMA's designated representative for duration not to exceed ten days.
- 10.3. The vendor shall be responsible for disposal of all wastes removed, which includes (without limitation):
 - 10.3.1. Properly classifying the waste (Class I Hazardous, Class I Non-hazardous, Class II, and Special Waste).
 - 10.3.2. Properly storing the waste.
 - 10.3.3. Properly labeling the waste for transportation and disposal.
 - 10.3.4. Preparing and signing the waste manifest and selecting the disposal site.
- 10.4. Transportation and disposal of all wastes shall be in accordance with applicable requirements of Chapter 361, Texas Health and Safety Code, and all other applicable Federal and State statutes and regulations.

11. MANIFEST

- 11.1. The vendor shall prepare, sign and provide a manifest for each shipment of waste.
- 11.2. CTRMA shall receive a detailed and legible uniform manifests prepared, signed and dated by an agent of the vendor for the treatment or disposal facility certifying the type and amount of materials delivered to the treatment/disposal facility with the copy of the invoice for services.
- 11.3. A TCEQ Uniform Manifest form shall be forwarded within 45 days to CTRMA's designated representative, indicating the disposal or destruction facilities acceptance and disposal were in accordance with applicable regulations.

12. INVOICING

- 12.1. CTRMA foresees possible miscellaneous charges such as the purchase of items, laboratory services, or other services not included on the Bid Schedule. CTRMA will make allowances for these charges to be paid under the miscellaneous line item charge on a written invoice at the vendor's actual cost. Only items or services authorized by CTRMA will be paid.
- 12.2. All other items will be paid at the cost bid.

- 12.3. Personnel hourly labor charges will only be paid for actual work performed at the worksite. Travel time will not be paid at the labor rates set forth in the Bid Schedule. CTRMA will not pay travel time.
- 12.4. Equipment charges shall be paid for hours committed to CTRMA.
- 12.5. The vendor shall submit a separate invoice for each incident, itemized to reflect categories listed on the Bid Schedule. The unit price for each line item listed on an invoice shall reflect the unit price listed on the Bid Schedule or the line item will be rejected for payment.
- 12.6. Invoices shall include:
 - 12.6.1. Invoice date.
 - 12.6.2. Invoice number.
 - 12.6.3. Work order number (if applicable).
 - 12.6.4. Quantity and unit price as bid on the Bid Schedule.
 - 12.6.5. Site name, location and a description of the service.
 - 12.6.6. Personnel and job performed.
 - 12.6.7. Daily work ticket.
 - 12.6.8. Name and telephone number of individual designated by vendor to answer questions regarding the invoice (if other than vendor's Program Manager).
 - 12.6.9. Invoice total and total amount due under the invoice.
 - 12.6.10. Copy of supplier's invoice(s) (See Para. 12.1).
 - 12.6.11. Copy of completed manifest (See Para. 11.2).
 - 12.6.12. Final report.
- 12.7. All personnel hours shall be listed, on the invoice, or as a separate attachment, in one-hour increments with corresponding dates of performance and description of work performed. Copies of signed time sheets shall be submitted with each invoice.
- 12.8. Within 30 days after completion of all the work at a site, including proper disposal of any wastes, the vendor shall submit a final report to CTRMA's Contract Manager and CTRMA's designated representative. The final report shall include a copy of any written work order.

13. PAYMENT

- 13.1. Payment will be made within 30 days of satisfactory completion of each project or within 30 days from receipt of a correct invoice, whichever is later.
- 13.2. CTRMA may refuse to pay the full amount invoiced by the vendor, or because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any prior approval, or refuse to make payments.

13.3. If CTRMA refuses to pay the full amount invoiced by vendor, CTRMA will give vendor written notice stating the reasons for such action.

13.4. CTRMA will not process a final payment for an invoice until an approved final report is submitted.

14. PROPOSAL EVALUATION

14.1. Proposals will be evaluated on basis of the Evaluation Criteria set forth in the Request of Proposals.

14.2. CTRMA will examine the schedule of unit prices of the highest ranking proposal for reasonable conformance with CTRMA's estimated prices. CTRMA will evaluate prices with extreme variations from CTRMA's estimate, or where obvious unbalancing of unit prices has occurred. Proposals may be rejected, if in CTRMA's determination the prices are obviously unbalanced.

15. SUBCONTRACTING: Subcontracting requirements as shown on the Request for Proposals.

16. AWARD

16.1. No split awards will be considered.

16.2. Multiple Final Agreements may be awarded from this solicitation. Award will be made to the most responsive, responsible proposer meeting specification. A maximum of four Final Agreements may be awarded.

17. SUBMISSION OF PROPOSAL: The following should be submitted with the proposal response. Failure to return the required items with the Request for Proposals will result in rejection of the proposal.

17.1. Signed and dated IFB

17.2. Cost Schedule.

17.3. Schedule A - References (Ref. Para. 3).

17.4. Schedule B – Respondent shall provide the proposed disposal location(s) to be used under the Final Agreement. Should a change in the disposal location(s) occur during the term of the service, the vendor shall notify CTRMA's designated representative in writing ten days prior to the effective date of the change (Ref. Para. 5.12).

17.5. Schedule C - Respondent shall provide the proposed laboratory(s) to be used under this Final Agreement and last TCEQ audit report for each laboratory. Should a change in laboratory(s) occur during the term of the service, the vendor shall notify CTRMA's designated representative in writing within ten days prior to the effective date of the change (Ref. Para. 5.13).

- 17.6. Resumes of personnel which substantiate their qualifications (Ref Para. 2.4 through 2.4.6).
- 17.7. Respondent shall attach a list of any subcontractors, or transporters, their TCEQ and EPA numbers, if applicable.
- 17.8. Historically Underutilized Business Sub-Contracting Plan, if required on the IFB.

SCHEDULE A - REFERENCES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

SCHEDULE B - DISPOSAL FACILITIES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

SCHEDULE C - LABORATORIES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

List of Proposing Firms

- 1. Eagle Construction & Environmental Services, LP**
- 2. TAS Environmental Services, LP**

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

RESOLUTION NO. 07-30

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

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

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services; and

WHEREAS, the CTRMA is in the process of procuring or has successfully procured various maintenance and operational services for the 183-A Project; however, providers of several of such services have not been successfully procured; and

WHEREAS, TxDOT has entered into contracts for the provision of various maintenance and operational services for TxDOT's Central Texas Toll Project, and CTRMA staff and TxDOT staff have considered entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code whereby the CTRMA would procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts; and

WHEREAS, the CTRMA staff recommends that the CTRMA negotiate and enter into an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the negotiation and execution of an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT, the terms, scope


and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an Interlocal Agreement with TxDOT consistent with all applicable statutes, CTRMA procurement policies and this Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-30
Date Passed 6/27/07

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

RESOLUTION NO. 07-31

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

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

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTMRA operations at the commencement of each fiscal year; and

WHEREAS, in Resolution No. 06-37, dated June 28, 2006, the Board of Directors adopted a budget for fiscal year 2006-2007 ("FY 2006-2007"); and

WHEREAS, FY 2006-2007 comes to a close on June 30, 2007; and


WHEREAS, the CTRMA staff has developed a budget for fiscal year 2007-2008 ("FY 2007-2008") attached hereto as Attachment "A" and recommends its approval by the CTRMA Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the budget for FY 2007-2008, attached hereto as Attachment "A;" and

BE IT FURTHER RESOLVED, that this budget may be amended from time-to-time with the approval of the Board of Directors.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-31
Date Passed 6/27/07

Attachment "A"
To Resolution 07-31
Budget for FY 2007-2008 in its
Final Form

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

RESOLUTION NO. 07-32

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of CTRMA expenditures for goods and services, including those related to project development, as well as close scrutiny of CTRMA's financial condition and records is the responsibility of the Board of Directors and its designees through procedures the Board may implement from time to time; and

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of May 2007 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for May 2007, attached hereto as Attachment "A."

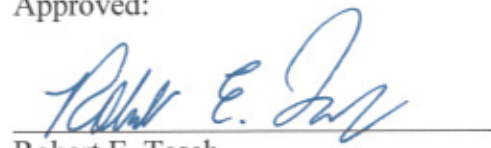
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-32
Date Passed 6/27/07

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Revenue	Budget FY 2007	Actual Year To Date 5/31/2007	Percent Of Budget	Actual Year To Date 5/31/2006
Toll Revenue-Cash-183A	410,000.00	202,183.12	49.31%	0.00
Toll Revenue-TxTag-183A	510,000.00	0.00		0.00
Interest Income	503,050.00	430,712.64	85.62%	429,458.01
Reimbursed Expenditures	51,000.00	53,526.81	104.95%	22,874.07
Total Revenue	1,474,050.00	686,422.57	46.57%	452,332.08

Expenditures	Budget FY 2007	Actual Year To Date 5/31/2007	Percent Of Budget	Actual Year To Date 5/31/2006
Regular	1,210,148.00	949,863.18	78.49%	712,671.64
Part Time	17,000.00	12,330.73	72.53%	395.20
Overtime	10,000.00	893.07	8.93%	0.00
Contractual Employees	130,000.00	133,270.92	102.52%	108,831.27
TCDRS	155,866.00	123,741.29	79.39%	98,259.59
FICA	64,527.00	46,305.79	71.76%	37,648.29
FICA MED	17,939.00	13,458.36	75.02%	10,150.83
Health Insurance	117,223.00	81,761.66	69.75%	57,653.40
Life Insurance	1,682.00	1,140.00	67.78%	369.45
Auto Allowance	9,000.00	6,700.00	74.44%	8,050.00
Other Benefits	88,471.00	28,657.65	32.39%	27,326.94
Unemployment Taxes	4,590.00	810.21	17.65%	2,916.86
Workers Compensation	5,324.00	0.00		471.66
Total Salaries & Wages	1,831,770.00	1,398,932.86	76.37%	1,068,204.89

Contractual Services	Budget FY 2007	Actual Year To Date 5/31/2007	Percent Of Budget	Actual Year To Date 5/31/2006
Professional Services				
Accounting	12,000.00	6,164.66	51.37%	22,891.69
Auditing	35,000.00	16,247.50	46.42%	10,800.00
Financial Advisors	4,000.00	0.00		29,320.00
General Engineering Consultant	450,000.00	0.00		5,568.75
General System Consultant	100,000.00	0.00		0.00
Geotechnical	1,200,000.00	45,997.64	3.83%	0.00
Human Resources	22,000.00	15,272.28	69.42%	5,733.64
Legal	300,000.00	71,491.97	23.83%	269,206.47
Photography	15,000.00	17,345.42	115.64%	13,117.66
Traffic & Revenue Consultants	40,000.00	0.00		0.00
Communications and Marketing	150,000.00	95,709.53	63.81%	0.00
Transcripts	2,000.00	0.00		1,900.00
Total Professional Services	2,330,000.00	268,229.00	11.51%	358,643.21

	Budget FY 2007	Actual Year To Date 5/31/2007	Percent Of Budget	Actual Year To Date 5/31/2006
Other Contractual Services				
IT Services	25,000.00	5,672.99	22.69%	9,091.18
Graphic Design Services	50,000.00	3,250.00	6.50%	43,064.02
Website Maintenance	20,000.00	16,174.67	80.87%	3,875.00
Research Services	45,000.00	5.95	0.01%	42,628.07
Copy Machine	13,000.00	8,474.74	65.19%	3,603.02
Software licenses	21,675.00	21,033.80	97.04%	0.00
Advertising	50,000.00	32,469.48	64.94%	1,411.80
Direct Mail	20,000.00	17,134.25	85.67%	0.00
Video Production	50,000.00	103,394.48	206.79%	0.00
Television	150,000.00	180,396.64	120.26%	0.00
Radio	50,000.00	38,462.00	76.92%	0.00
Other Public Relations	0.00	44,342.93		90,786.13
Security Contracts	60,000.00	33,015.80	55.03%	0.00
Cell Phones	10,170.00	4,276.74	42.05%	5,046.17
Local	18,240.00	9,331.64	51.16%	2,868.12
Long Distance	2,400.00	744.14	31.01%	123.01
Internet	4,000.00	3,366.00	84.15%	1,710.95
Other Communication Expense	1,000.00	546.95	54.70%	1,044.56
Dues & Subscriptions	7,200.00	1,906.90	26.48%	4,430.76
Memberships	18,950.00	11,179.85	59.00%	6,435.00
Continuing Education	9,000.00	2,689.95	29.89%	2,245.00
Professional Development	11,000.00	950.00	8.64%	9,266.10
Seminars and Conferences	21,400.00	21,490.00	100.42%	6,448.39
Total Travel	70,500.00	20,535.26	29.13%	36,878.55
Other Contractual Svcs	9,000.00	7,367.63	81.86%	4,257.27
Contractual Contingencies	161,000.00	428.26	0.27%	
Total Other Contractual Services	826,860.00	588,641.05	71.19%	275,877.05
Total Contractual Expenses	3,156,860.00	856,870.05	27.14%	634,520.26

	Budget FY 2007	Actual Year To Date 5/31/2007	Percent Of Budget	Actual Year To Date 5/31/2006
Materials and Supplies				
Books & Publications	3,600.00	2,399.84	66.66%	3,828.30
Office Supplies	18,750.00	7,861.97	41.93%	14,347.76
Computer Supplies	17,500.00	6,122.00	34.98%	5,370.59
Copy Supplies	6,000.00	0.00		0.00
Annual Report	20,000.00	18,252.12	91.26%	14,950.00
Other Reports	60,500.00	34,042.77	56.27%	0.00
Direct Mail	0.00	3,455.00		24,483.00
Office Supplies	18,350.00	4,539.78	24.74%	2,767.16
Maintenance Supplies	500.00	0.00		0.00
Promotional Items	12,500.00	12,469.22	99.75%	0.00
Displays	10,000.00	12,703.42	127.03%	0.00
Tools & Equipment	2,250.00	1,188.67	52.83%	920.88
Misc Materials & Supplies	6,000.00	1,683.23	28.05%	200.27
Total Materials & Supplies Exp	175,950.00	104,718.02	59.52%	67,005.81

	<u>Budget FY 2007</u>	<u>Actual Year To Date 5/31/2007</u>	<u>Percent Of Budget</u>	<u>Actual Year To Date 5/31/2006</u>
Operating Expenses				
Gasoline	10,000.00	0.00		18.92
Mileage Reimbursement	8,200.00	6,454.76	78.72%	7,079.62
Parking	22,100.00	21,497.37	97.27%	1,861.13
Graffiti Removal	0.00	1,722.40		0.00
Meeting Facilities	3,000.00	5,000.00	166.67%	340.20
Community Events	20,000.00	871.37	4.36%	0.00
Meeting Expense	4,900.00	2,706.47	55.23%	2,284.52
Public Notices	3,500.00	328.75	9.39%	565.16
Postage	11,500.00	1,701.73	14.80%	4,545.80
Overnight Services	2,200.00	164.08	7.46%	232.82
Delivery Services	3,200.00	1,666.98	52.09%	1,833.03
Insurance	26,200.00	28,402.77	108.41%	16,705.73
Reimbursements	1,150.00	1.36	0.12%	28.36
Repair and Maintenance	3,600.00	0.00		158.00
Rent	162,290.00	167,519.03	103.22%	23,053.24
Water	17,000.00	0.00		0.00
Electricity	7,400.00	6,354.62	85.87%	209.07
Natural Gas	500.00	0.00		163.59
Amortization Expense	30,000.00	31,742.15	105.81%	9,678.95
Dep Exp- Furniture & Fixtures	12,000.00	9,611.42	80.10%	3,410.02
Dep Expense - Equipment	12,000.00	8,602.66	71.69%	3,379.68
Dep Expense-Communic Equip	6,000.00	5,497.74	91.63%	2,445.90
Depreciation Expense-Computers	48,000.00	27,062.38	56.38%	8,213.90
Recruitment	4,000.00	0.00		1,306.16
Community Initiative Grants	200,000.00	114,492.00	57.25%	22,500.00
Total Operating Expense	618,740.00	441,400.04	71.34%	110,013.80
Financing Expenses				
Arbitrage Rebate	1,000.00	3,500.00	350.00%	0.00
Loan Fees	10,500.00	11,000.00	104.76%	10,500.00
Bond Issuance Cost	25,000.00	25,000.00	100.00%	0.00
Trustee Fees	3,800.00	4,849.99	127.63%	3,166.70
Bank Fees	1,000.00	1,104.69	110.47%	342.85
Credit Card Fees	1,000.00	0.00		0.00
Contingency	20,000.00	0.00		0.00
Total Financing Expense	62,300.00	45,454.68	72.96%	14,009.55
Total Expenses	5,845,620.00	2,847,375.65	48.71%	1,893,754.31
Net Income	-4,371,570.00	-2,160,953.08		-1,441,422.23

Central Texas Regional Mobility Authority
Balance Sheet
May 31, 2007

As of

May 31, 2006

Assets

Current Assets

Cash in Operating Fund		31,198.28		1,570.23
Cash In TexSTAR	7,731,054.73		7,462,391.02	
Cash in Chase Money Mkt Funds	0.00		5,920,802.98	
Money Market Payroll Account	1,607.43		0.00	
Fidelity Government MMA	72,732.46		0.00	
Restricted Cash-TexStar	63,631,791.31		22,053,571.66	
Total Cash Equivalents		71,437,185.93		35,436,765.66
Accounts Receivable	2,049.40		111.30	
Interest Receivable	35,197.07		137,043.41	
Agencies		8,960,608.87		15,406,996.76
Prepaid Insurance	19,836.89		12,581.14	
Prepaid Expenses	0.00		3,166.66	
Total Prepaid Expenses		19,836.89		15,747.80
Total Current Assets		80,486,076.44		50,998,235.16

Construction Work In Process

Utility Relocation Expense	61,460.46		7,068.41	
Consulting-Admin Services	687,052.37		658,674.93	
Consulting-Reimbursed Expenses	5,766.34		9.14	
Environmental Fees	398,750.00		398,750.00	
Funding Costs	30,000.00		30,000.00	
Legal Fees-Construction	2,269,772.20		1,675,106.61	
Traffic & Revenue Analysis	2,607,202.49		1,459,082.37	
Unsuccessful Proposers	356,625.82		356,625.82	
Engineering	4,096,252.56		1,235,452.76	
Right of Way	18,612,108.29		95,428.77	
Total Preliminary Costs		29,124,990.53		5,916,198.81
Public Involvement	390,310.48		144,754.77	
CDA Oversight	7,685,915.46		3,090,848.51	
Engineering	14,082,913.49		14,003,025.64	
Total Construction Engineering		22,159,139.43		17,238,628.92
Design	30,669,172.41		22,619,128.35	
Construction-CDA	135,159,327.99		77,174,049.61	
Other Construction Costs	372,976.15		75,465.53	
Total Construction		166,201,476.55		99,868,643.49
Toll Collection System		7,521,218.12		2,121,247.06
Accrued Interest Income	(13,941,242.74)		(9,541,943.97)	
Accrued Interest Expense	26,564,731.33		15,056,129.44	
Amortization of Bond Premium	(3,568,266.53)		(1,993,772.75)	
Amortization Bond Disc Invest	(4,320,294.48)		(91,690.57)	
Total Accrued Interest		4,734,927.58		3,428,722.15
Amortization Bond Issue Costs		3,240,212.23		1,812,928.17
Total Construction WIP		232,981,964.44		130,386,368.60

Fixed Assets

Computers	115,571.52		115,571.52	
Accum Deprec-Computers	<u>(89,666.60)</u>	25,904.92	<u>(58,736.64)</u>	56,834.88
Computer Software	95,156.88		95,156.88	
Accumulated Amortization-Software	<u>(38,005.98)</u>	57,150.90	<u>(9,158.81)</u>	85,998.07
Furniture and Fixtures	59,232.16		48,757.17	
Accum Deprec-Furn & Fixtures	<u>(13,798.04)</u>	45,434.12	<u>(3,410.02)</u>	45,347.15
Equipment	28,777.93		28,777.93	
Accum Depec-Equipment	<u>(12,764.40)</u>	16,013.53	<u>(3,379.68)</u>	25,398.25
Communication Equipment	30,743.13		28,871.02	
Accum Deprec-Comm Equip	<u>(8,432.82)</u>	22,310.31	<u>(2,445.90)</u>	26,425.12
Leasehold Improvements		47,005.53		40,440.70
Total Fixed Assets		213,819.31		280,444.17
Other Assets				
Security Deposits		8,643.30		8,643.30
Long Term Investments				
GIC		10,460,664.71		124,082,306.53
Other Assets				
Intangible Assets		650.00		0.00
2005 Bond Issuance Costs		9,690,156.93		11,117,440.99
Total Assets		333,841,975.13		316,873,438.75

Liabilities**Current Liabilities**

Accounts Payable		20,502.33		1,523,019.19
Vouchers Payable		0.00		0.00
Interest Payable		4,799,927.55		4,750,601.37
Deferred Compensation Payable		0.00		0.00
TCDRS Payable		16,954.10		14,547.13
Due to State of Texas		0.00		171.63
Total Current Liabilities		4,837,383.98		6,288,339.32

Long Term Liabilities

Retainage Payable		8,645,751.53		5,089,200.53
BANS 2005		66,000,000.00		66,000,000.00
Senior Lien Revenue Bonds 2005		169,325,456.18		168,570,263.80
Sn Lien Rev Bnd Prem/Disc 2005		6,289,940.02		7,864,433.80
Total Long Term Liabilities		250,261,147.73		247,523,898.13
Total Liabilities		255,098,531.71		253,812,237.45

Net Assets Section

Contributed Capital		18,430,634.57		
Net Assets beginning		62,572,135.27		64,467,385.20
Current Year Operations		<u>(2,160,953.08)</u>		<u>(1,406,005.56)</u>
Total Liabilities and Net Assets		333,940,348.47		316,873,617.09

CTRMA INVESTMENT REPORT

	Balance 4/30/2007	Month Ending 5/31/2007				Balance 5/31/2007	Current Rate as of 5/31/2007	Maturity
		Additions	Discount Amortization	Accrued Interest	Withdrawals			
Amount in repo								
Construction Fund	442,654.48			See Note a	110,889.95	331,764.53	3.35% April 1, 2007	
Debt Service Fund	10,217,986.17			28,212.79		10,246,198.96	3.35% Jan 1, 08	
totals	10,660,640.65	0.00	0.00	28,212.79	110,889.95	10,577,963.49		
Amount in Trustee TexStar								
Additional Projects Fund	5,556,017.12	5,034,148.88		43,507.12	1,079,993.22	9,553,679.90	5.333%	
Construction Fund	32,663,735.01			135,822.32	2,846,230.98	29,953,326.35	5.333%	
Renewal & Replacement Fund	96,716.34			432.18		97,148.52	5.333%	
TxDOT Grant Fund	10,596,315.01			47,350.07		10,643,665.08	5.333%	
Revenue Fund	0.00	103,809.78		210.35		104,020.13	5.333%	
Debt Service Reserve Fund	13,220,873.32			59,078.01		13,279,951.33	5.333%	
	62,133,656.80	5,137,958.66	0.00	286,400.05	3,926,224.20	63,631,791.31		
Amount in TexStar Operating Fund	8,030,259.86			35,230.81	334,435.94	7,731,054.73	5.333%	
Fidelity Money Market Fund								
-Operating Fund	5,472.17			22.00		5,494.17	4.880%	
-Additional Projects Fund	5,022,201.43	2,606,243.22		11,947.45	7,640,392.10	0.00	4.880%	
-Construction Fund	71.97	2,957,120.93		36.40	2,957,229.30	0.00	4.880%	
-Debt Service Fund	50,138.13			201.59		50,339.72	4.880%	
-Subordinate Lien DS Fund	1,604.37			6.45		1,610.82	4.880%	
-TxDOT Grant Fund	0.00			6,219.55		6,219.55	4.880%	
-Renewal and Replacement	41.15			0.17		41.32	4.880%	
-Debt Service Reserve Fund	8,990.72			36.15		9,026.87	4.880%	
	5,088,519.94	5,563,364.15	0.00	18,469.76	10,597,621.40	72,732.45		
Money Market Fund-payroll	390.71	77,000.00		49.54	75,832.82	1,607.43	4.940%	
Amount in Fed Agencies								
Amortized Principal	3,990,147.86	2,466,550.00	3,911.49		1,500,000.00	4,960,609.35		
Accrued Interest	3,990,147.86	2,466,550.00	3,911.49	11,916.67		4,960,609.35		
Total in Repo's	10,660,640.65	0.00	0.00	28,212.79	110,889.95	10,577,963.49		
Total in Pools	70,163,916.66	5,137,958.66	0.00	321,630.86	4,260,660.14	71,362,846.04		
Total in Money Market	5,088,910.65	5,640,364.15	0.00	18,519.30	10,673,454.22	74,339.88		
Total in Fed Agencies	3,990,147.86	2,466,550.00	3,911.49	0.00	1,500,000.00	4,960,609.35		
Total Invested	89,903,615.82	13,244,872.81	3,911.49	368,362.95	16,545,004.31	86,975,758.76		

Amount in Fed Agencies As of May 31, 2007

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	3133XC5C3	493,295.00	499,454.79	499,690.00	5.344%	4/21/2006	6/22/2007	Renewal and Replacement Fund
Federal Home Loan Bank	3133XEK57	1,000,000.00	1,000,000.00	999,060.00	4.750%	2/16/2006	8/16/2007	TxDOT Grant Fund
Federal Home Loan Bank	3133X5DV7	2,466,550.00	2,467,422.61	2,467,587.50	5.310%	5/24/2007	1/14/2008	Additional Projects Fund
Federal Home Loan Bank	3133X8NL2	991,956.00	993,731.95	994,060.00	5.260%	4/24/2007	9/28/2007	TxDOT Grant Fund
Totals		4,951,801.00	4,960,609.35	4,960,397.50				
Federal Home Loan Bank	3133X7C51	1,476,113.31	1,500,000.00	1,500,000.00	5.019%	4/13/2006	5/15/2007	Additional Projects Fund
		1,476,113.31	1,500,000.00	1,500,000.00				

Agency	CUSIP #	COST	Cummulative Amortization	5/31/2007		Maturity Value	Interest Income May 2007	
				Book Value	Maturity Value		Accrued Interest	Amortization
Federal Home Loan Bank	3133XC5C3	493,295.00	6,159.79	499,454.79	500,000.00	1,666.67	545.24	2,211.91
Federal Home Loan Bank	3133XEK57	1,000,000.00	0.00	1,000,000.00	1,000,000.00	3,958.33	0.00	3,958.33
Federal Home Loan Bank	3133X5DV7	2,466,550.00	872.61	2,467,422.61	2,500,000.00	1,312.50	872.61	2,185.11
Federal Home Loan Bank	3133X8NL2	991,956.00	1,775.95	993,731.95	1,000,000.00	2,791.67	1,567.01	4,358.68
		4,951,801.00	8,808.35	4,960,609.35	5,000,000.00	9,729.17	2,984.86	12,714.03
Federal Home Loan Bank	3133X7C51	1,476,113.31	23,866.69	1,500,000.00	1,500,000.00	2,187.50	Matured 926.63	3,114.13
		1,476,113.31	23,866.69	1,500,000.00	1,500,000.00	2,187.50	926.63	3,114.13
						11,916.67	3,911.49	15,828.16



Monthly Newsletter - May 2007

Performance

As of May 31, 2007

Current Invested Balance	\$4,809,313,042.18
Weighted Average Maturity (1)	13 Days
Weighted Average Maturity (2)	20 Days
Net Asset Value	1.000000
Total Number of Participants	531
Management Fee on Invested Balance	0.12%*
Interest Distributed	\$22,338,332.19
Management Fee Collected	\$210,321.54
Standard & Poor's Current Rating	AAA ^m

May Averages

Average Invested Balance	\$4,952,239,731.27
Average Monthly Yield, on a simple basis	5.2613%
Average Weighted Average Maturity (1)*	11 Days
Average Weighted Average Maturity (2)*	20 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 367 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in May 2007:

- ★ Lamar CISD
- ★ Ballinger ISD
- ★ McLean ISD
- ★ Madisonville CISD
- ★ City of Cibolo
- ★ Panola College
- ★ Fort Bend County MUD 24
- ★ Fort Bend County MUD 123

Holiday Reminder

In observance of the Independence Day holiday, TexSTAR will be closed on Wednesday, July 4, 2007. Any early transaction deadlines on the business day preceding the holiday will be posted on the automated systems the week prior and notification will be sent by email to the primary contact on file for all TexSTAR participants.

Conferences

TexSTAR will be attending the following conferences in June. Please stop by our booth to visit with your TexSTAR representative.

- ★ Texas Association of School Business Officials Summer Conference, June 13-15, Corpus Christi
- ★ Texas Association of Community College Business Officers Annual Conference, June 20-22, Galveston
- ★ Association of Water Board Directors Annual Summer Conference, June 21-23, Corpus Christi

Economic Commentary

The economic reports released in May pointed to a solid rebound in growth in the second quarter. Labor market conditions remained tight, with May's gain in payrolls coming in at a very healthy 157,000 while the unemployment rate held steady at 4.5%. Housing data remained mixed. Although they are a lagging indicator, existing home sales, which account for over 85% of the housing market, dipped 2.5% last month. Conversely, new home sales, which are more of a leading indicator, surged 16.2% in the same month. On the inflation front, the core CPI rose 0.2% in May, pushing down its year-on-year increase to 2.6%, versus 2.8% previously. The core PCE edged up a modest 0.1%, translating into a 2.0% year-over-year increase, which is down slightly from 2.1% in the prior month and is at the top of the Federal Reserve's 1% - 2% comfort zone.

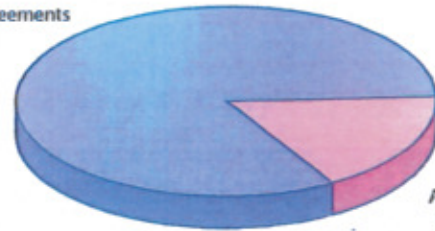
In May, yields rose significantly across the curve as investors recognized that the Fed would remain on hold. The U.S. Treasury yield curve steepened slightly over the month, as the spread between two- and five-year Treasury notes ended May at -6 basis points (bps), higher by 2 bps from April month-end. Fed is expected to remain on hold through the third quarter of this year, while it keeps a close watch on the behavior of both inflation gauges (core PCE and core CPI) in the months ahead. Given the economic data that we have received to date, current quarter GDP growth should come in at 3.2%, with some upside risk given the leaner-than-expected level of inventories in the first quarter of this year.

For more information about TexSTAR, please visit our web site at www.texstar.org.

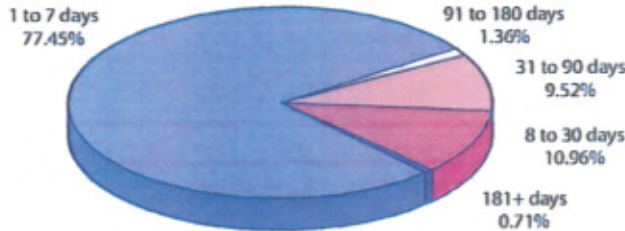
Information at a Glance

Portfolio by Type of Investment As of May 31, 2007

Repurchase Agreements
82.59%



Agencies
17.41%



Portfolio by Maturity As of May 31, 2007

Distribution of Participants by Type As of May 31, 2007



Historical Program Information

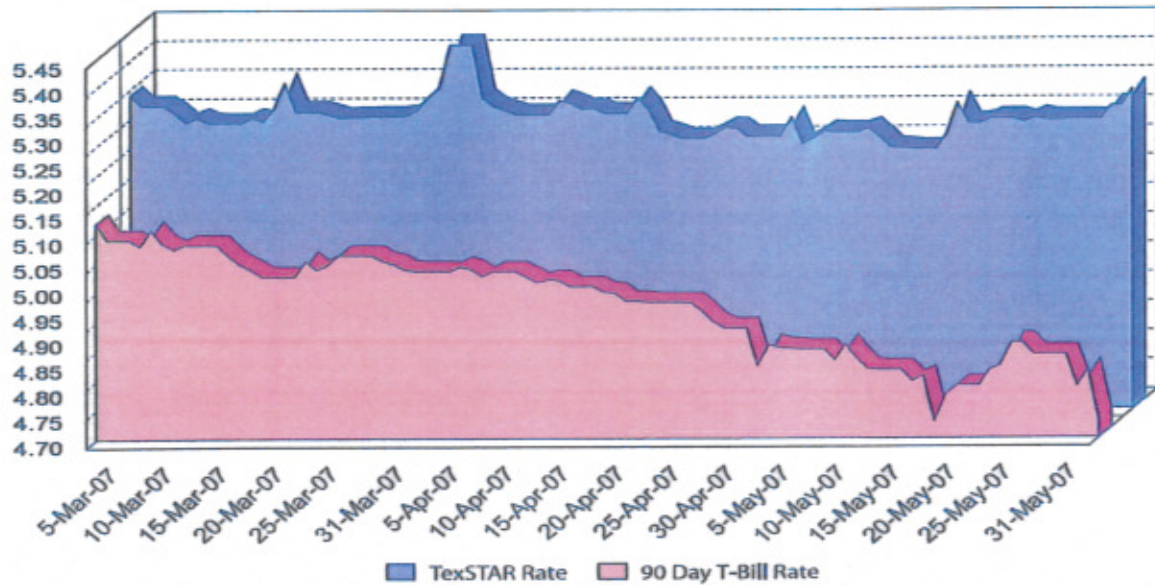
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 07	5.2613%	\$ 4,809,313,042.18	\$ 4,809,314,578.92	1.000000	11	20	531
Apr 07	5.2803%	5,032,146,136.61	5,031,747,141.26	0.999920	13	23	523
Mar 07	5.2999%	5,200,629,725.85	5,200,442,100.26	0.999957	11	26	513
Feb 07	5.2903%	5,608,621,555.72	5,608,663,678.19	1.000007	12	31	505
Jan 07	5.2920%	4,939,413,083.56	4,939,578,732.47	1.000033	17	40	501
Dec 06	5.2991%	4,277,003,031.52	4,276,711,759.92	0.999923	15	49	493
Nov 06	5.2785%	3,929,299,527.54	3,928,963,502.14	0.999914	22	63	488
Oct 06	5.2903%	3,782,690,698.30	3,782,682,727.03	0.999997	30	75	484
Sep 06	5.2742%	3,711,282,274.72	3,712,264,237.96	1.000249	24	81	472
Aug 06	5.2601%	3,403,609,840.35	3,403,747,759.54	1.000040	16	76	466
Jul 06	5.2609%	3,652,659,353.06	3,652,612,174.26	0.999987	15	72	461
Jun 06	5.0063%	3,490,853,364.63	3,490,672,360.70	0.999935	14	72	457
May 06	4.8929%	3,709,022,855.02	3,708,815,237.78	0.999944	11	59	456

Portfolio Asset Summary as of May 31, 2007

	Book Value	Market Value
Uninvested Balance	\$ 777,964.85	\$ 777,964.85
Accrual of Interest Income	5,499,416.03	5,499,416.03
Interest and Management Fees Payable	(22,369,873.63)	(22,369,873.63)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	3,987,518,000.00	3,987,518,000.00
Government Securities	837,887,534.93	837,889,071.67
Total	\$ 4,809,313,042.18	\$ 4,809,314,578.92

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



Daily Summary for May 2007

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-May-07	5.2274%	0.000143216	5,013,177,332.19	1.000008	11	21
2-May-07	5.2387%	0.000143525	4,994,722,681.81	1.000009	11	21
3-May-07	5.2521%	0.000143893	5,001,103,240.92	1.000008	11	20
4-May-07	5.2506%	0.000143852	4,988,417,598.59	1.000007	11	20
5-May-07	5.2506%	0.000143852	4,988,417,598.59	1.000007	11	20
6-May-07	5.2506%	0.000143852	4,988,417,598.59	1.000007	11	20
7-May-07	5.2586%	0.000144071	4,964,981,040.70	1.000007	11	20
8-May-07	5.2403%	0.000143570	4,991,473,386.75	1.000008	10	20
9-May-07	5.2198%	0.000143008	4,990,037,935.79	1.000007	10	19
10-May-07	5.2183%	0.000142967	4,999,917,152.15	1.000007	11	19
11-May-07	5.2158%	0.000142898	5,050,366,357.92	1.000007	10	19
12-May-07	5.2158%	0.000142898	5,050,366,357.92	1.000007	10	19
13-May-07	5.2158%	0.000142898	5,050,366,357.92	1.000007	10	19
14-May-07	5.2448%	0.000143694	4,991,066,537.72	1.000005	10	19
15-May-07	5.3085%	0.000145437	4,940,674,488.92	1.000004	10	19
16-May-07	5.2670%	0.000144301	4,908,648,530.96	1.000006	10	19
17-May-07	5.2675%	0.000144316	4,992,042,624.85	1.000004	9	18
18-May-07	5.2767%	0.000144566	4,965,789,954.06	1.000004	9	18
19-May-07	5.2767%	0.000144566	4,965,789,954.06	1.000004	9	18
20-May-07	5.2767%	0.000144566	4,965,789,954.06	1.000004	9	18
21-May-07	5.2702%	0.000144388	4,956,518,872.81	1.000004	9	17
22-May-07	5.2793%	0.000144637	4,955,785,011.03	1.000001	9	17
23-May-07	5.2741%	0.000144496	4,917,545,102.72	1.000002	13	22
24-May-07	5.2738%	0.000144488	4,855,831,749.01	1.000002	13	22
25-May-07	5.2744%	0.000144503	4,874,709,579.16	1.000001	13	21
26-May-07	5.2744%	0.000144503	4,874,709,579.16	1.000001	13	21
27-May-07	5.2744%	0.000144503	4,874,709,579.16	1.000001	13	21
28-May-07	5.2744%	0.000144503	4,874,709,579.16	1.000001	13	21
29-May-07	5.3005%	0.000145219	4,882,604,432.13	1.000000	13	21
30-May-07	5.3012%	0.000145237	4,841,428,458.45	1.000000	13	21
31-May-07	5.3333%	0.000146118	4,809,313,042.18	1.000000	13	20
Average	5.2613%	0.000144146	4,952,239,731.27		11	20

TexSTAR Participant Services
 First Southwest Asset Management, Inc.
 325 North St. Paul Street, Suite 800
 Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Ramiro Flores</i>	<i>Harlingen CISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>
<i>Charles Wall</i>	<i>Texas Tech University</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

