

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

**RESOLUTION NO. 09-73**

**HNTB GEC Scope of Services/Work Authorization No. 1 for  
Construction Engineering, Inspection and Construction Management Services  
Related to the 183A Phase II Project**

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

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

WHEREAS, the CTRMA utilizes HNTB as a General Engineering Consultant ("GEC") pursuant to an existing Agreement for General Consulting Engineering Services dated September 1, 2003 and the CTRMA Board of Directors has authorized the negotiation and execution of a new GEC Agreement (the "New GEC Agreement") that will be executed prior to expiration of the existing Agreement; and

WHEREAS, the GEC provides various services to the CTRMA, including the oversight and management of certain aspects of the development, design, construction and operation of its proposed and existing projects; and

WHEREAS, such GEC services include providing construction engineering, inspection and construction management services during the pre-construction and construction phases of certain projects (the "GEC Construction Services"); and

WHEREAS, the CTRMA has previously caused the design and engineering work to be prepared for the 183A Phase II Project (the "Project"); and

WHEREAS, Work Authorization No. 1 to the New GEC Agreement, including a Scope of Services ("Work Authorization No. 1") describing the GEC Construction Services to be utilized in connection with the Project has been developed and is in substantially the form attached hereto as Attachment "A", and such Work Authorization No. 1 establishes a "not to exceed" amount to be paid as compensation for the GEC Construction Services; and


WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 1 and its execution prior to the commencement of construction of the Project, with any approval of Work Authorization No. 1 being subject to the final execution of the New GEC Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Work Authorization No. 1 and the related Scope of Services in substantially the form attached hereto as Attachment "A"; and


BE IT FURTHER RESOLVED, that Work Authorization No. 1 and the related Scope of Services may be finalized and executed by the Executive Director on behalf of the CTRMA at any time after the final execution of the New GEC Agreement and that Work Authorization No. 1 may be amended from time to time by written amendment as deemed necessary the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-73  
Date Passed 11/18/09

ATTACHMENT "A"

TO

RESOLUTION 09-73

HNTB GEC Scope of Services/Work Authorization No. 1 for 183A Phase II Project

**EXHIBIT D**  
**WORK AUTHORIZATION**

**Work Authorization No. 1.0**

This Work Authorization is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 20\_\_\_ (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*183A Phase II  
Construction Engineering & Inspection and Construction Management Services*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Please reference Attachment A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Scope of Work

**Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete within **thirty two (32) months** from the date this Work Authorization 1.0 becomes effective. This Work Authorization 1.0 will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$9,594,539.00** based on Attachment B -Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are

estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

N/A

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility  
Authority

GEC: HNTB Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF WORK**  
**WORK AUTHORIZATION NO. 1**

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

**General**

The services to be performed by the GEC will include, but not be limited to, construction engineering & inspection and construction management services necessary to oversee the construction of the 183A Phase II Project through a Design-Bid-Build construction contract. This will entail those professional services and associated deliverables required to complete the inspection and oversight activities associated with the management of the contractor(s) (hereinafter referred to as the Contractor).

The GEC will maintain a Construction Management staff at the Contractor-provided Project Field Office to manage and administer the planning, execution, and control of the construction engineering and inspection, including invoicing and administrative support for activities required to complete the overall construction oversight efforts. This staff will represent the CTRMA's interests as defined in the construction contract. To effectively perform the tasks associated with this scope, it is anticipated that the GEC will provide a core fulltime Construction staff at the Field Office.

**1. Construction Supervision, Inspection and Testing (Code 13620)**

The GEC will be the single point of contact between the CTRMA and the respective Contractor and the Engineer(s) of Record, acting as an extension of CTRMA staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct the construction under the construction contract. Field inspections, testing and oversight reviews by the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The Engineer(s) of Record will remain responsible for design related services.

**1.1. Construction Inspection and Engineering**

The GEC will provide quality control and assurance oversight for the construction of the Project through construction inspection and engineering services in accordance with the Construction Quality Management Plan. Included with this task will be the following efforts:

- Establish and maintain the Project Field Office operation within the Contractor-provided facility; including the purchase, installation and maintenance of IT equipment; leasing and maintenance of project vehicles; and any additional expenses required by the Project.
- Review the Contractor's plan for construction Quality Control to be used in the field.
- Inspect Contractor's construction operations.
- Maintain diary and associated required documentation.
- Schedule and lead Pre-Construction conference for the Project.
- Document pre-Project conditions via still photography and video.
- Coordinate review of concrete, asphalt and lime mix designs as submitted by the Contractor for concurrence with contract documents as required by the Project design and specifications. The Engineer(s) of Record will be responsible for final approval.
- Coordinate, prepare, and attend weekly Project Construction Progress Meetings with the Contractor. Review for accuracy and completeness Contractor prepared meeting minutes and required action items for distribution and archive.

## 1.2. Project Controls

Specific tasks will include:

### 1.2.1. Database Maintenance and Construction Electronic Data Management System (EDMS)

- Develop project document control protocol.
- Perform training of field personnel in the use of Construction EDMS applications and work processes.
- Maintain a database and software associated with the EDMS and the user interfaces with EDMS.
- Develop and maintain Dashboard access for real-time project financial, schedule and other data status.
- Provide security monitoring of network access.
- Provide maintenance of servers, workstations, and network equipment as required for field staff.

### 1.2.2. Tracking Maintenance

- Maintain the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, material test data, schedules, audits, related technical data, and issues associated with the Project.

### 1.2.3. Data Backups

- Perform backup of Project database on a daily basis.

#### 1.2.4. Document Distribution

- Assign identification coding to incoming and outgoing project related documentation and perform entry into the EDMS.
- Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications.
- Log and track submittals and deliverables.

#### 1.2.5. Response to Open Records Requests

- Perform retrieval of documents as a result of Open Records Requests.

#### 1.2.6. Mail Services

- Provide mail services for the Project (US, Priority, Courier, Internal and External).

### 1.3. Materials Testing

The GEC will provide Quality Control and Quality Assurance testing of materials incorporated into the Project. Coordinate materials testing operations, and review Material Test Reports. Materials Testing procedures will include:

#### 1.3.1. Quality Control & Assurance

- Review Contractor provided Certification Program for materials utilized by the Project for the construction of the Project in accordance with the Construction Quality Management Plan.
- Review Contractor developed procedures and requirements for handling, storage, shipping, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.
- Submit construction QC/QA Material Certification letter monthly to CTRMA.
- All material test results will be reviewed by the Resident Engineer.

#### 1.3.2. Verification

- Develop and implement a testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project.
- Perform the testing of construction materials utilized on the Project.
- Prepare and manage Non-Compliance Reports (NCRs) for failing tests as appropriate.
- Prepare control charts for applicable test values.
- Provide materials advice as deemed necessary.
- Maintain a material testing database.
- Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the off-site materials testing agency.



#### 1.4. Survey Support

The GEC will:

- Provide control points and associated vertical and horizontal quality assurance survey checks with documentation for the Contractor's use to establish line and grade.
- Perform miscellaneous spot checks as needed during the duration of the Project.
- Perform a low level flight upon completion for Asset Management and as-built verification.

#### 1.5. Traffic Control Assurance

The GEC will:

##### 1.5.1. Quality Control and Assurance

- Review, monitor and recommend modifications to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards.

##### 1.5.2. Compliance

- Document and issue deficiency reports to the Contractor on any non-compliance of traffic control devices or layouts.

##### 1.5.3. Coordination

- Coordinate with the Contractor, affected third parties, interested agencies, emergency responders and CTRMA for major traffic disruptions.

##### 1.5.4. Meetings

- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractor, designers or interested parties.

#### 1.6. Environmental Compliance

The GEC will:

##### 1.6.1. Document Review

- Review applicable Environmental Permits.

##### 1.6.2. Quality Control & Assurance

- Monitor Contractor's compliance with the SWPPP plans and permit requirements; coordinate other environmental concerns during construction.
- Monitor Contractor's operations for adherence to environmental commitments contained within the environmental studies.

##### 1.6.3. Coordination

- Coordinate with the Contractor for adherence to the Project permits and documenting as such. The GEC will issue non-compliant documentation in instances where permit requirements fall below requirements.
- Coordinate environmental commitments consistently throughout the CTRMA Projects.

- Coordinate permit close-out activities.

**1.6.4. Meetings**

- Attend, hold and/or document any environmental compliance meetings as deemed appropriate.

**1.7. Utility Engineering**

The GEC will:

**1.7.1. Utility Adjustment Coordination**

- Participate in meetings, as necessary, in the utility coordination process.
- Schedule periodic meetings with utility owner's representatives for coordination purposes.
- Attend meetings with CTRMA and other interested parties as directed.
- Meet with the Contractor and/or designer as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners.
- Assist CTRMA with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities. The GEC will also prepare draft agreements for CTRMA's use including the necessary exhibits and information concerning the Project (such as reports, plans and surveys).
- Monitor and report utility adjustment status.

**1.7.2. Utility Engineering**

- Review existing utility information for conflicts with the proposed Project and provide a utility conflict analysis as necessary.
- Provide a conceptual utility relocation plan if necessary.
- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; the GEC is not responsible for actual location of utilities.

**1.8. Technical Advice**

The GEC will:

- Advise and assist the CTRMA on matters of construction related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) on the intent reflected in the designs, plans, and specifications. The Engineer of Record will remain responsible for design related services.

### 1.9. Final Punch List / Final Inspection

The GEC will:

- Coordinate with the Contractor in the generation of preliminary and final punch lists.
- Monitor the resolution of outstanding construction items.
- Verify and certify Final Inspection Reports of the completed construction; issue recommendations and certification of completion of construction.

### 1.10. Deliverables

- Diary (objective and consisting of documented facts and statements only)
- Inspector Daily Reports
- Pay Item Computation (if needed)
- Documentation of Contractor Progress Payments
- Embankment, Sub-grade, Sub-base and Base Course Testing
- Concrete Plant and Concrete Related Field Inspection Reports (calibrations, gradations, admixtures, slump, air content, etc.)
- Concrete Delivery Tickets with an attached documentation indicating date, pay item(s), placement location and cumulative quantity
- HMA Plant Reports
- HMA and Concrete Mix Designs
- HMA Tickets (for HMA binder, surface or leveling course binder mixes and tack coat) indicating date, pay item(s), placement location, cumulative total, and any additional information needed
- Drilled Shaft drilling logs
- Concrete Volume Checks
- Miscellaneous and Material Certifications
- Off-Site Testing and Inspection Reports
- Accident Reports prepared by others for major accidents within the work zone (fatality or medical treatment required)
- Miscellaneous documents (source of aggregate, Shop Drawings, Subcontractor acceptance, and Purchase Orders)
- Weekly Progress Reports and Weekly Meeting Minutes
- Project Close-Out Documentation

**2. Construction Litigation - Dispute/Claims Support (Code 13680)**

The GEC will provide consultation and assistance to the CTRMA, the testing engineer, and the General Counsel of the CTRMA related to aspects of the design, construction, duties, and services required during the construction of the Project.

**2.1. Dispute Analysis**

- The GEC will assemble supporting documentation, review, analyze and provide opinions to CTRMA on the Contractor's submittal of a dispute.

**2.2. Claim Package Analysis**

- The GEC will review, analyze and provide opinions to CTRMA on the Contractor's claim package submittal.
- Participate as needed in preparation and presentation to Dispute Resolution Board.

**3. Project Oversight – Construction (Code 13720)**

**3.1. Project Management**

The GEC will:

- Develop and maintain a staffing plan for consistency and appropriate levels of field staffing. Provide staff to manage the daily activities of the Project according to the Construction Quality Management Plan.
- Work with CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, contractors and the general public to coordinate construction activities.
- Coordinate the details of and participate in Project's Partnering Meeting, if held, as a representative of the CTRMA. The costs associated with the Partnering Meetings, such as venue and facilitator, will be the responsibility of CTRMA.
- Coordinate, contract and provide oversight for any required sub-consultants.

**3.2. Construction Quality Management Plan (CQMP)**

The GEC will:

- Develop a CQMP consisting of GEC's Quality Control/Quality Assurance Plan integrated with the Contractor's Quality Plan; including at a minimum:
  - Identification of Contractor's Construction Quality Manager
  - Qualification of the GEC Quality Control personnel
  - Checklists for quality inspections for specific work items including inspection "hold-points"
  - Documentation procedures for field inspections, materials testing, and EDMS interface
  - Generation, tracking, and resolution of Non-Conformance Reports (NCRs)
  - Issue resolution escalation structure
- Maintain the CQMP as a living document by the addition, modification, or deletion of

provisions as necessary and issue revisions as the Project progresses.

### 3.3. Document Controls

The GEC will:

- Develop and implement a Document Control Plan.
- Maintain Project files for the duration of the Project.
- Transfer Project files to CTRMA upon completion of the work or as directed by the CTRMA.

### 3.4. Program Reporting

The GEC will:

- Prepare and issue monthly status reports on the Project's construction status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to CTRMA on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub-consultants.
- Track, monitor, and prepare reports on DBE utilization for the GEC and sub-contractors, and DBE programs for other program contracts including construction contracts.

### 3.5. Trust Indenture Obligations

The GEC will:

- Perform all duties and services, render opinions, and issue certificates specified for the GEC in the Trust Agreement(s) necessary for securing the revenue bonds issued by the CTRMA to finance the Project.
- Prepare Quarterly Reports with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

### 3.6. Project Meetings & Documentation

#### 3.6.1. Meetings

The GEC will facilitate the following project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Construction Progress Meetings (Weekly)
- Issue Resolution Meetings (As Needed)

#### 3.6.2. Documentation

The GEC will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

### 3.7. CTRMA Construction Coordination Support

The GEC will support CTRMA in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- Capital Area Metropolitan Planning Organization (CAMPO)
- Capital Metropolitan Transportation Authority (CAPMETRO)
- Williamson County
- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by CTRMA

### 3.8. General Technical Support

The GEC will provide technical support and management assistance as required by the CTRMA toward the successful completion of the Project; including:

- Advise the CTRMA on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services.

### 3.9. Project Scheduling

The GEC will:

- Evaluate, monitor and verify according to contractual requirements, the construction schedule (baseline and updates) as submitted by the Contractor.
- Report and verify the Contractor's progress and upcoming milestones on a monthly basis to CTRMA.
- Identify, catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and report to CTRMA.

### 3.10. Contract Management and Administration

The GEC will:

#### 3.10.1. Change Order Processing & Management

- Provide review of Change Orders on the Project and process in accordance with the Project Construction Management Plan and coordinate with external agencies as required.
- Review Change Order cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to CTRMA.
- Maintain, log and retain all documents associated with Change Orders.
- Provide constructability reviews of Work Sequence Plans submitted by the Contractor. The Contractor will be responsible for final approval.

- Assist in review of Contractor initiated alternative design or substitution proposals. The Engineer(s) of Record will be responsible for the design and approval of any design alternative, alteration or revision.
- Coordinate with the Engineer(s) of Record.

**3.10.2. Requests for Information (RFI) Processing and Management**

- Review and facilitate responses to RFIs on the Project.
- Maintain, log and retain all documents associated with RFIs.
- Coordinate with the Engineer(s) of Record.

**3.10.3. Shop Drawing / Submittals Processing and Management**

- Review 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 submitted by the Contractor prior to forwarding to the Design Engineer. The Engineer of Record will be responsible for final approval.
- Maintain, log and retain all documents associated with shop drawings.
- Coordinate with the Engineer(s) of Record.

**3.10.4. Contractor Pay Requests**

- Review and provide required certifications to the CTRMA for processing of the Contractor's partial and final pay requests.
- Evaluate the pay requests for proper documentation and signature by the Contractor in accordance with the requirements of the Contract and to ensure that it accurately reflects monies due for acceptable work completed.

**3.10.5. Records Management**

- Maintain and retain pertinent documentation on the Project.
- At the completion of the Project, return all such documentation to CTRMA for their storage.
- Coordinate document integration with the CTRMA EDMS.

**3.11. Record Drawings**

- Compile and provide the CTRMA with Record Plans incorporating construction revisions into the original "as bid" construction plans. The GEC is not responsible for any errors or omission in the information provided by the Contractor that are incorporated into the record drawings.

**3.12. Deliverables**

- Change Orders, Partial and Final Pay Estimates.
- Correspondence.
- RFI files and Log.
- Submittal log.
- Approved DBE Utilization Plan, all DBE / EEO related correspondence, and Contractor daily headcounts.

- Letters from the CTRMA to the Contractor documenting acceptance, time extension(s), and/or assessment of Liquidated Damages for all Interim Completion Dates, Substantial Completion Dates, and/or Final Completion Date, as applicable.
- Final Record Drawings.
- Comprehensive construction contract progress reporting with weekly frequency of reporting for all large contracts.

**4. Public Involvement (Code 13750)**

Support CTRMA in the administration, management and coordination of the overall public involvement efforts.

**4.1. Public Information and Construction Updates**

Coordinate and assist with public outreach concerning Project information and construction updates, including:

- Work with the Contractor to develop Public Information Plan (PIP) for the Project.
- Respond to public inquiries regarding the Project, specifically with the use of a telephone hotline phone number and an e-mail hotline address.
- Coordinate with the Contractor to prepare and conduct monthly briefings to stakeholders, as needed.

**4.2. Public Outreach Support**

Coordinate / support / assist various public outreach meetings and events, as requested by the CTRMA; including:

- Small meetings and one-on-one meetings with stakeholders.
- Project tours for visitors and other delegations.

**4.3. Media Outreach Support**

Assist the CTRMA Director of Communications, as requested, with the following public and media outreach tasks:

- Update the Project web site.
- Issuance of public notices of traffic phase changes and local road detours and closures with the Contractor.
- Respond to media inquiries.
- Respond to Open Record Requests.



**SUMMARY**

	Manhours						F Clerical/ Administrative Support
	A Principal	B1 Technology Expert	B Dep PM	C Senior Project Engineer	D Project Engineer	E Technician	
	\$ 92,000	\$ 93,000	\$ 77,000	\$ 64,000	\$ 50,000	\$ 37,000	\$ 26,000
0	0	0	3284	7972	3284	37124	2053
774	1398	1466	1360	1782	1130	200	1060
774	1398	4750	9332	5066	38254	3384	3113
\$ 71,208	\$ 128,616	\$ 365,750	\$ 597,248	\$ 253,300	\$ 1,415,398	\$ 125,208	\$ 80,938
\$ 110,728	\$ 199,998	\$ 434,443	\$ 657,749	\$ 306,675	\$ 1,471,431	\$ 132,131	\$ 97,510
\$ 21,832	\$ 39,434	\$ 96,023	\$ 150,600	\$ 67,197	\$ 356,374	\$ 30,881	\$ 21,414
\$ 203,769	\$ 368,048	\$ 896,216	\$ 1,405,597	\$ 627,172	\$ 3,326,137	\$ 288,219	\$ 199,861

12%

Task	Fee
Construction Inspection & Engineering Services - Field Office	\$7,963,972
Project Oversight (Construction) - Design Office	\$1,630,567
<b>TOTAL</b>	<b>\$9,594,539</b>

Category	Cost
Labour Costs	
Premium OT	\$ 633,500
Overhead Costs	\$ 12,000
Profit	\$ 645,000
<b>Total Loaded Labor</b>	<b>\$ 1,292,500</b>

Category	Cost
Direct Expenses	
Construction Inspection & Engineering Services - Field Office	\$ 7,963,972
Project Oversight (Construction) - Design Office	\$ 1,630,567
<b>Total Direct Expenses</b>	<b>\$ 9,594,539</b>

Category	Cost
Subcontractors	
Rodriguez Transportation Group	\$ 700,000
Rodriguez Engineering Laboratories	\$ 711,000
Kenzie Enterprises, Inc.	\$ 40,000
Pegre Consultants, Inc.	\$ 33,000
Surveying	\$ 150,000
<b>Total Subcontractors</b>	<b>\$ 1,634,000</b>

Category	Cost
Total Loaded Labor	\$ 1,292,500
Total Direct Expenses	\$ 9,594,539
Total Subcontractors	\$ 1,634,000
<b>Total</b>	<b>\$ 12,521,039</b>

Construction Inspection & Engineering Services - Field Office

Task	Work Description	MANHOURS							TOTAL HRS	
		A	B1	B	C	D	E	F1		F
	(Labor Rates)	\$ 92.00	\$ 92.00	\$ 77.00	\$ 64.00	\$ 50.00	\$ 37.00	\$ 37.00	\$ 26.00	
1.0	Construction Supervision, Inspection and Testing (Code 13620)			1000	4640	832	24900	3184	72	35528
1.1	Construction Inspection and Engineering									
1.2	Project Controls						208		159	367
1.2.1	Database Maintenance and EDMS						416		318	734
1.2.2	Tracking Maintenance						416		318	734
1.2.3	Data Backups						2210		366	2576
1.2.4	Document Distribution						104		40	144
1.2.5	Response to Open Records Request						104		500	604
1.2.6	Mail Services									208
1.3	Materials Testing			48	180	80				308
1.3.1	Quality Control & Assurance			80	240		540			860
1.3.2	Verification				120					120
1.4	Survey Support									162
1.5	Traffic Control Assurance			46	116					228
1.5.1	Quality Control & Assurance			40	188					228
1.5.2	Compliance			40	124					180
1.5.3	Coordination			40	140					220
1.5.4	Meetings								20	80
1.6	Environmental Compliance			40	180		600			820
1.6.1	Document Review			176	200					376
1.6.2	Quality Control & Assurance			100	100		200		20	420
1.6.3	Coordination				80		200			280
1.6.4	Meetings									158
1.7	Utility Engineering				120	38				158
1.7.1	Utility Adjustment Coordination				120	38				158
1.7.2	Utility Engineering			414	1232	1684	832			4142
1.8	Technical Advice			40	52	32	64			188
1.9	Final Punch List / Final Inspection									400
3.0	Project Oversight - Construction (Code 13720)			160		240				400
3.1	Project Scheduling									210
3.10	Contract Management and Administration			40	70	40	40		20	210
3.10.1	Change Order Processing & Management			40	70	40	40		20	210
3.10.2	RFI Processing & Management					20	40			60
3.10.3	Shop Drawing/Submittals Process & Management			60		80	210			350
3.10.4	Contractor Pay Requests			20		180	100		200	500
3.10.5	Records Management						4884			4884

	0	0	3284	7972	3284	37124	3184	2053	36901
<b>TOTAL GEC TEAM DIRECT LABOR</b>	0.00%	0.00%	3.77%	14.01%	3.77%	43.27%	3.60%	3.61%	
\$ Total by Classification	\$ -	\$ -	\$ 252,808	\$ 510,208	\$ 164,200	\$ 1,373,568	\$ 117,805	\$ 53,178	\$ 2,432,050
Labor Costs	\$ -	\$ -	\$ 258,912	\$ 522,402	\$ 168,124	\$ 1,406,417	\$ 120,624	\$ 54,654	\$ 2,531,132
Premium Overtime (Rate x hr x 0.5)	\$ -	\$ -	\$ 61,414	\$ 123,913	\$ 39,879	\$ 343,555	\$ 28,612	\$ 12,964	\$ 610,336
Overhead Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Loaded Labor</b>	\$ -	\$ -	\$ 320,326	\$ 646,315	\$ 208,003	\$ 1,750,014	\$ 149,236	\$ 67,618	\$ 3,141,468

	Cost
<b>Direct Expenses</b>	\$ -
Plotting and Reproduction	\$ 140,000
Computer Lease	\$ 6,000
Mail and Deliveries	\$ 262,000
Vehicle Cost, Fuel & Maintenance	\$ 140,000
Electronic Document Control	\$ 33,500
Travel and Field Expenses	\$ 50,000
Prefab Materials Testing	\$ 633,500
<b>Total Direct Expenses</b>	\$ 1,634,000
<b>Subconsultants</b>	\$ 700,000
Rodriguez Transportation Group	\$ 711,000
Rodriguez Engineering Laboratories	\$ 40,000
Keville Enterprises, Inc.	\$ 33,000
Fugate Consultants, Inc.	\$ 150,000
Surveying	\$ 1,634,000
<b>Total Subconsultants</b>	\$ 1,634,000
<b>Total Loaded Labor</b>	\$ 3,141,468
<b>Total Direct Expenses</b>	\$ 1,634,000
<b>Total Subconsultants</b>	\$ 1,634,000
<b>Total</b>	\$ 7,963,972

Project Oversight (Construction) - Design Office

Task	Task Description	(Labor Rates)	MANHOURS								TOTAL HRS	
			A	B1	B	C	D	E	F1	F		
1.0	Construction Supervision, Inspection and Testing (Code 13620)											
1.1	Construction Inspection and Engineering			420								420
1.2	Project Controls										80	80
1.2.1	Database Maintenance and EDMS	80			200							280
1.2.2	Tracking Maintenance										80	80
1.2.3	Data Backups										40	40
1.2.4	Document Distribution										40	40
1.2.5	Response to Open Records Request	10										10
1.2.6	Mail Services										40	40
1.3	Materials Testing											
1.3.1	Quality Control & Assurance			16								16
1.3.2	Verification											
1.4	Survey Support											
1.5	Traffic Control Assurance											
1.5.1	Quality Control & Assurance											
1.5.2	Compliance											
1.5.3	Coordination											
1.5.4	Meetings			12								12
1.6	Environmental Compliance											
1.6.1	Document Review											
1.6.2	Quality Control & Assurance			40								40
1.6.3	Coordination			24								24
1.6.4	Meetings			40								40
1.7	Utility Engineering											
1.7.1	Utility Adjustment Coordination			40								40
1.7.2	Utility Engineering											
1.8	Technical Advice			220								220
1.9	Final Punch List / Final Inspection											
2.0	Construction Litigation - Dispute/Claims Support (Code 13880)											
2.1	Dispute Analysis	30	100		100	50						280
2.2	Claim Package Analysis	30	100		100	50						280
3.0	Project Oversight - Construction (Code 12720)											
3.1	Project Management	160		160	240	160			200			920
3.2	Construction Quality Management Plan (CQMP)	44		140	160	180				40		564
3.3	Document Controls			40		100					160	300
3.4	Program Reporting	100		120	220			200		300		940
3.5	Trust Indenture Obligations	100	100	480				120		120		920
3.6	Project Meetings & Documentation											
3.6.1	Meetings	100	40	100		200						440
3.6.2	Documentation	20	10	50		150						230
3.7	CTRMA Construction Coordination Support	80	48	96		192		100				516
3.8	General Technical Support		132	100	100	100						432
3.9	Project Scheduling			20		40						60
3.10	Contract Management and Administration											
3.10.1	Change Order Processing & Management		40	40	70	40	40			20		250
3.10.2	RFI Processing & Management			40	70	40	40			20		210
3.10.3	Shop Drawing/Submittals Process & Manage						20	40				60
3.10.4	Contractor Pay Requests				60	80	210					350
3.10.5	Records Management	20	6	20		180	100			200		526
3.11	Record Drawings					200	200			40		440
4.0	Public Involvement Assistance											
4.1	Public Information and Construction Updates						40					40
4.2	Public Outreach Support						20			40		60
4.3	Media Outreach Support						20					20
<b>TOTAL GEC TEAM DIRECT LABOR</b>			<b>774</b>	<b>1398</b>	<b>1466</b>	<b>1360</b>	<b>1782</b>	<b>1130</b>	<b>200</b>	<b>1060</b>		<b>9470</b>
% Total by Classification			8.47%	15.29%	15.99%	14.83%	19.43%	12.22%	2.18%	11.50%		
Labor Costs		\$ 71,208	\$ 128,614	\$ 112,892	\$ 87,040	\$ 80,100	\$ 41,810	\$ 7,400	\$ 27,560	\$ 565,616		
Overhead Costs	153.50%	\$ 110,728	\$ 199,998	\$ 175,532	\$ 133,247	\$ 138,551	\$ 65,015	\$ 11,507	\$ 42,836	\$ 879,533		
Profit	12%	\$ 21,832	\$ 39,434	\$ 34,610	\$ 26,686	\$ 27,318	\$ 12,819	\$ 2,269	\$ 8,430	\$ 173,418		
<b>Total Loaded Labor</b>		<b>\$ 203,768</b>	<b>\$ 368,046</b>	<b>\$ 323,032</b>	<b>\$ 249,074</b>	<b>\$ 254,569</b>	<b>\$ 119,643</b>	<b>\$ 21,176</b>	<b>\$ 78,866</b>	<b>\$ 1,618,567</b>		
Direct Expenses												
Printing										\$ 10,000		
Mileage										\$ 2,000		
<b>Total Direct Expenses</b>										<b>\$ 12,000</b>		
<b>Total Loaded Labor</b>										<b>\$ 1,618,567</b>		
<b>Total Direct Expenses</b>										<b>\$ 12,000</b>		
<b>Total</b>										<b>\$ 1,630,567</b>		

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

**RESOLUTION NO. 09-74**

**HNTB GEC Scope of Services/Work Authorization No. 2 for  
Construction Engineering, Inspection and Construction Management Services  
Related to the 183A Shared Use Path**

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

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

WHEREAS, the CTRMA utilizes HNTB as a General Engineering Consultant ("GEC") pursuant to an existing Agreement for General Consulting Engineering Services dated September 1, 2003 and the CTRMA Board of Directors has authorized the negotiation and execution of a new GEC Agreement (the "New GEC Agreement") that will be executed prior to expiration of the existing Agreement; and

WHEREAS, the GEC provides various services to the CTRMA, including the oversight and management of certain aspects of the development, design, construction and operation of its proposed and existing projects; and

WHEREAS, such GEC services include providing construction engineering, inspection and construction management services during the pre-construction and construction phases of certain projects (the "GEC Construction Services"); and

WHEREAS, the CTRMA has previously caused the design and engineering work to be prepared for the 183A Shared Use Path Project extending from Brushy Creek north to FM 1431 (the "Project"); and

WHEREAS, Work Authorization No. 2 to the New GEC Agreement, including a Scope of Services ("Work Authorization No. 2") describing the GEC Construction Services to be utilized in connection with the Project has been developed and is in substantially the form attached hereto as Attachment "A", and such Work Authorization No. 2 establishes a "not to exceed" amount to be paid as compensation for the GEC Construction Services; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 2 and its execution prior to the commencement of construction of the Project, with any approval of Work Authorization No. 2 being subject to the final execution of the New GEC Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Work Authorization No. 2 and the related Scope of Services in substantially the form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Work Authorization No. 2 and the related Scope of Services may be finalized and executed by the Executive Director on behalf of the CTRMA at any time after the final execution of the New GEC Agreement and that Work Authorization No. 2 may be amended from time to time by written amendment as deemed necessary the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November, 2009.

Submitted and reviewed by:



Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-74  
Date Passed 11/18/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 09-74**  
**HNTB GEC Scope of Services/Work Authorization No. 2 for 183A Shared Use Path**  
**Project**

**EXHIBIT D**  
**WORK AUTHORIZATION**

**Work Authorization No. 2.0**

This Work Authorization is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 20\_\_\_ (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Shared Use Path  
Construction Engineering & Inspection and Construction Management Services*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Please reference Attachment A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Scope of Work

**Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete within **twelve (12) months** from the date this Work Authorization 2.0 becomes effective. This Work Authorization 2.0 will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$159,917.00** based on Attachment B -Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are

estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

N/A

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: HNTB Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF WORK**  
**WORK AUTHORIZATION NO. 2**

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

**General**

The services to be performed by the CONSULTANT will include, but not be limited to, construction engineering & inspection and construction management services necessary to oversee the construction of the 183A Shared-Use Path (FM 1431 to south of Brushy Creek Road) Project. This will entail those professional services and associated deliverables required to complete the inspection and oversight activities associated with the management and administration of the contractor's (hereinafter referred to as the Contractor) activities.

The Consultant will provide the following services:

**1. Construction Engineering & Inspection (Code 13620)**

**1.1 Construction Inspection and Review Services**

- general contract administration and oversight of construction
- quantity verification for payment purposes
- recommendation for approval of payment to Contractor
- inspection for reasonable construction quality in conformance to plans and specifications
- review testing and materials reports generated by the Contractor for conformance to specifications
- verification of horizontal and vertical grades using random 3<sup>rd</sup> party surveys, as necessary, to verify reasonable conformance to plan line and grade
- document construction using daily inspection reports and photos

**1.2 Final Punch List / Final Inspection, and Project Close-out**

- Coordinate with the Contractor in the generation of preliminary and final punch lists.
- Monitor the resolution of outstanding construction items.
- Perform a final walk-through with the Owner and the Contractor to make sure all aspects of the project meet the Owner's satisfaction and reasonably conform to the contract plans and specifications.
- Verify and certify final inspection reports of the completed construction; issue recommendations and certification of construction completion.

**1.3 Deliverables**

- Diary (objective and consisting of documented facts and statements only)
- Pay Item Computation (if needed)
- Records generated and related to the construction and construction project management

**2. Project Oversight – Construction (Code 13720)**

**2.1 Change Order Processing & Management**

- Prepare change orders as required by the Owner.
- Review change orders and associated cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to CTRMA.
- Maintain, log and retain all documents associated with change orders.

**2.2 Request for Information (RFI) and Shop Drawing / Submittals Processing and Management**

- Review and respond to RFIs on the Project.
- Maintain, log and retain all documents associated with RFIs and shop drawings.
- Review submittals and shop drawings for general conformance with contract plans and specifications.

**2.3 Records Management**

- Maintain and retain pertinent document on the project.
- At the completion of the project return all such documentation to CTRMA for their storage.
- Coordinate document integration with the CTRMA EDMS.

**2.4 Record Drawings**

- Compile and provide the CTRMA with Record Plans incorporating construction revisions into the original “as bid” construction plans. The CONSULTANT is not responsible for any errors or omissions in the information provided by the Contractor that are incorporated into the record drawings.

**2.5 Deliverables**

- Change Order files and log
- RFI and shop drawing files and log
- Final Record Drawings

**SUMMARY**

		Manhours							
A	B	C	D	E	F1	F			
Principal	Technology Expert	Dep PM	Senior Project Engineer	Project Engineer	Technician	Project Administrator	Clerical / Administrative Support		
\$ 10,500	\$ 38,500	\$ 74,000	\$ 61,500	\$ 48,000	\$ 35,500	\$ 35,500	\$ 25,000		
0	0	0	336	0	810	0	250		
0	32	14	0	24	12	0	50		
0	32	14	336	24	822	0	280		

Task	Fee
Construction Inspection & Engineering Services	\$138,755
Project Oversight - Construction	\$21,161
<b>TOTAL</b>	<b>\$159,917</b>

\$ -	\$ 2,832	\$ 1,036	\$ 20,664	\$ 1,152	\$ 29,181	\$ -	\$ 7,000
\$ -	\$ 4,404	\$ 1,611	\$ 21,158	\$ 1,791	\$ 30,105	\$ -	\$ 7,831
\$ -	\$ 868	\$ 318	\$ 5,019	\$ 353	\$ 7,114	\$ -	\$ 1,780
\$ -	\$ 8,104	\$ 2,965	\$ 46,840	\$ 3,297	\$ 66,400	\$ -	\$ 16,611

12%

12%	\$ -
<b>Total Loaded Labor</b>	<b>\$ 159,917</b>

Direct Expenses	\$ -
Construction Inspection & Engineering Services	\$ 5,700
Project Oversight - Construction	\$ 2,000
<b>Total Direct Expenses</b>	<b>\$ 7,700</b>

Subcontractants	\$ -
Rodriguez Engineering Laboratories	\$ 5,000
Surveying	\$ 3,000
<b>Total Subcontractants</b>	<b>\$ 8,000</b>

<b>Total Loaded Labor</b>	<b>\$ 144,217</b>
<b>Total Direct Expenses</b>	<b>\$ 7,700</b>
<b>Total Subcontractants</b>	<b>\$ 8,000</b>
<b>Total</b>	<b>\$ 159,917</b>

Construction Inspection & Engineering Services

Task	Risk Description	MANHOURS								TOTAL HRS	
		A	BI	B	C	D	E	FI	F		
		(Labor Rate)	\$ 88.50	\$ 88.50	\$ 74.00	\$ 41.50	\$ 48.00	\$ 35.50	\$ 35.50	\$ 25.00	
1.0	Construction Engineering & Inspection (Code 13620)										
1.1	Construction Inspection and Review Services				256			670			926
1.2	Final Punch List / Final Inspection, and Project Close-out				80			140		50	270
2.0	Project Oversight - Construction (Code 13720)										
2.1	Change Order Processing & Management									20	
2.2	RFI and Shop Drawing/Submittals Processing and Management									70	
2.3	Records Management									70	
2.4	Record Drawings									20	

TOTAL GEC TEAM DIRECT LABOR	0	0	0	336	0	810	0	270	1376
By Total by Classification	0.00%	0.00%	0.00%	21.62%	0.00%	58.67%	0.00%	16.72%	
Labor Costs	\$ -	\$ -	\$ -	\$ 20,664	\$ -	\$ 24,755	\$ -	\$ 5,750	\$ 51,169
Premium Overhead (Rate x hr x 0.5)						\$ -			\$ -
Overhead Costs	102.20%	\$ -	\$ -	\$ 21,138	\$ -	\$ 29,142	\$ -	\$ 5,857	\$ 56,481
Profit	12.00%	\$ -	\$ -	\$ 5,010	\$ -	\$ 6,581	\$ -	\$ 1,300	\$ 13,391
Total Loaded Labor		\$ -	\$ -	\$ 46,810	\$ -	\$ 65,181	\$ -	\$ 13,014	\$ 115,055

Direct Expenses	Cost
Plotting and Reproduction	\$ -
Computer Lease	\$ -
Mail and Deliveries	\$ -
Vehicle Cost, Fuel & Maintenance	\$ 5,700
Electronic Document Control	\$ -
Travel and Field Expenses	\$ 500
Prefab Materials Testing	\$ -
<b>Total Direct Expenses</b>	<b>\$ 5,700</b>

Subconsultants	Cost
Rodriguez Engineering Laboratories	\$ 3,000
Surveying	\$ 3,000
<b>Total Subconsultants</b>	<b>\$ 8,000</b>
<b>Total Loaded Labor</b>	<b>\$ 125,055</b>
<b>Total Direct Expenses</b>	<b>\$ 5,700</b>
<b>Total Subconsultants</b>	<b>\$ 8,000</b>

<b>Total</b>	<b>\$ 138,755</b>
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**Project Oversight - Construction**

Task	Work Description	MANHOORS								TOTAL HRS
		A	RI	B	C	D	E	FI	F	
	(Labor Rates)	\$ 88.50	\$ 88.50	\$ 74.00	\$ 61.50	\$ 49.80	\$ 35.50	\$ 35.50	\$ 25.00	
1.0	Construction Engineering & Inspection (Code 13620)									
1.1	Construction Inspection and Review Services		16	6						22
1.2	Final Punch List / Final Inspection, and Project Close-out		16	8						24
2.0	Project Oversight - Construction (Code 13720)									
2.1	Change Order Processing & Management									0
2.2	RFI and Shop Drawing/Submittals Processing and Management					24				24
2.3	Records Management								50	50
2.4	Record Drawings						12			12

TOTAL GEC TEAM DIRECT LABOR	0	32	14	0	24	12	0	50	132
% Total by Classification	0.00%	24.24%	10.62%	0.00%	18.18%	9.09%	0.00%	37.83%	

Labor Costs	\$ -	\$ 2,832	\$ 1,036	\$ -	\$ 1,152	\$ 426	\$ -	\$ 1,750	\$ 6,696
Overhead Costs	155.50%	\$ -	\$ 4,404	\$ 1,611	\$ -	\$ 1,791	\$ 662	\$ -	\$ 1,944
Profit	12%	\$ -	\$ 868	\$ 318	\$ -	\$ 353	\$ 131	\$ -	\$ 353
<b>Total Loaded Labor</b>		\$ -	\$ 8,104	\$ 2,965	\$ -	\$ 3,297	\$ 1,219	\$ -	\$ 3,577

Direct Expenses	Cost
Printing	\$ 1,000
Misc	\$ 1,000
<b>Total Direct Expenses</b>	\$ 2,000
<b>Total Loaded Labor</b>	\$ 19,161
<b>Total Direct Expenses</b>	\$ 2,000
<b>Total</b>	\$ 21,161

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

**RESOLUTION NO. 09-75**

**183A Phase II Project  
RTG Supplemental Work Authorization No. 3**

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

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

WHEREAS, the first phase of the CTRMA's 183A Project was opened for use on March 3, 2007 with usage significantly above projections; and

WHEREAS, the design and construction of the 183A main lanes north from FM 1431 was anticipated to begin sometime after 2012; however, due to the success of the first phase of the 183A Project, it was determined that such efforts should be undertaken immediately regarding the extension of the main lanes from north of FM 1431 to north of RM 2243 (the "183A Phase II Project"); and

WHEREAS, in Resolution No. 08-50, dated August 27, 2008, the Board of Directors authorized the Executive Director and CTRMA staff to negotiate and enter into a Contract for Engineering Services with Rodriguez Transportation Group for design and engineering services related to the 183A Phase II Project (the "RTG Contract") and the RTG Contract was finalized and executed; and

WHEREAS, the Board of Directors has previously approved Supplemental Work Authorizations 1 and 2 to the RTG Contract by adoption of Resolutions No. 09-07 and 09-08, respectively, dated February 25, 2009, to address various expansions of the scope of work under the RTG Contract; and

WHEREAS, the CTRMA, in coordination with its engineering advisors, determined that it would be beneficial to have RTG perform additional engineering services regarding the relocation of the proposed CR 272/Crystal Falls Parkway exit ramp and the addition of a ramp toll gantry and the scope of such additional efforts are set forth in Supplemental Work Authorization No. 3 (Work Authorization No. 3) for the RTG Contract, substantially in the form set forth in Attachment "A" attached hereto and incorporated herein; and


WHEREAS, HNTB, as the CTRMA's General Engineering Consultant and the Project Manager for the 183A Phase II Project, has represented to the Board of Directors and CTRMA staff that

the expansion of the scope of services reflected in Work Authorization No. 3 and the cost thereof are necessary and appropriate for the continued efficient and timely design and completion of the 183A Phase II Project.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Work Authorization No. 3 under the RTG Contract in substantially the form attached hereto as Attachment "A" as it relates to the additional scope of services to be provided thereunder, provided that any work commenced under Work Authorization No. 3 be subject to the terms and conditions of the RTG Contract.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-75  
Date Passed 11/18/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION NO. 09-75**  
**WORK AUTHORIZATION NO. 3**  
**TO RTG CONTRACT**



**SUPPLEMENTAL WORK AUTHORIZATION NO. 03  
TO WORK AUTHORIZATION NO. 01  
CONTRACT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Rodriguez Transportation Group, Inc. (the Engineer) dated **November 21, 2008**.

The following terms and conditions of Work Authorization No. 01 are hereby amended as follows:

**PART I.** The Engineer will perform additional engineering services generally described as revising the completed plan set as needed for the relocation of the proposed CR 272/Crystal Falls Parkway northbound exit ramp and the addition of a ramp toll gantry. This proposed ramp is being relocated from just north of the proposed Blockhouse Creek Bridge to just south of the bridge, a distance of approximately 1,900'. The added ramp toll gantry is along the ramp designated as "EXRNB6".

**PART II.** The maximum amount payable under this Lump Sum Work Authorization is increased by \$ 324,995.00 from \$ 5,157,503.00 to \$ 5,482,498.00. The additional costs are shown in Exhibit D, Fee Schedule, attached hereto.

**Part IV.** Consultant shall perform the Services and deliver the related Documents according to the following schedule:

Services under Supplemental Work Authorization No. 3 shall be substantially completed on or before November 2, 2009, in accordance with the Schedule Milestones as shown in EXHIBIT C.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 01 not hereby amended are to remain in full force and effect.

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

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Mark E. Rodriguez, P.E.  
\_\_\_\_\_  
(Printed Name)

Mike Heiligenstein  
\_\_\_\_\_  
(Printed Name)

President  
\_\_\_\_\_  
(Title)

Executive Director  
\_\_\_\_\_  
(Title)

10-26-2009  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.

## EXHIBIT B

### SERVICES TO BE PROVIDED BY THE ENGINEER

The Design Consultant Engineer, herein referred to as the "Engineer", shall be responsible for the work described in this Scope of Services.

The additional Scope of Work to be performed by the Engineer under this Supplemental Work Authorization is to provide the necessary engineering and technical services for the revisions to the completed Plans, Specification and Estimate (PS&E) package. The required revisions are summarized as follows:

- The completed PS&E package will require revisions as needed for the relocation of the proposed CR 272/Crystal Falls Parkway northbound exit ramp. This proposed ramp is being relocated from just north of the proposed Blockhouse Creek Bridge to just south of the bridge, a distance of approximately 1,900'. Plan sheets impacted by the proposed ramp relocation are within the following limits: From approximate 183A centerline Sta. 470+00 to Sta. 506+00.
- The completed PS&E package will require revisions as needed for the addition of a ramp toll gantry at the NB Exit Ramp designated as "EXRNB6". Plan sheets impacted by the addition of the ramp toll gantry are within the following limits: From approximate 183A centerline Sta. 470+00 to Sta. 506+00.
- The ramp toll gantry will be a cantilever design that will require special support details.
- Additional toll gantry details will be added to the completed PS&E package. These details will consist of four (4) wire way attachment details, a wire chase detail at each toll gantry column and details required for the VES Camera and AVI Antenna Support attachments.
- Three (3) additional Cedar Park Special Events Center Large Guide Signs will be included in the PS&E package.
- Several miscellaneous items include, but are not limited to: striping revisions to reflect thermoplastic contrast marking.
- Conversion of TCEQ calculations from one format to a recently revised format, at the request of TCEQ.

The services shall be performed according to the attached schedule in Exhibit C and shall include the tasks and products more fully described in the following Task Outline.

#### 1.01 Design Features

The design progression for the elements associated with this Supplemental Work Authorization shall be as follows:

90% Design - Prepare 90% plans for the roadway, drainage, erosion control, bridge, striping, large guide signs, illumination, ITS, and ETC Sheets.

Final Submittal – The Final Submittal shall be signed and sealed by a Professional Engineer registered in the State of Texas and provided in hard copy, electronic, and \*.pdf formats with all comments resolved. The added scope items as defined by this scope shall be incorporated into the original set of construction documents developed under the original contract to form a single set of construction documents.

#### 1.05 Supplemental Surveying

##### A. Topographic Survey

The Engineer shall:

1. Supplement existing topographic survey within the limits of the ramp relocation as follows:
  - a. Tie down critical points along the existing NBFR Bridge over Blockhouse Creek.
  - b. Tie down existing edge of pavement for a distance of approximately 500' upstream and 1500' downstream of the relocated ramp gore.

#### 1.09 Roadway Design

##### A. Basic Plan Sheets

The Engineer will proceed with revisions to the basic plan sheets as further detailed below:

1. Revise the detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number.
2. Revise Project Layout Sheets, within the limits of the ramp relocation and the added ramp toll gantry, at a scale of 1"=200' that clearly indicates the limits of the entire project.

##### B. Roadway Plans & Geometry

The Engineer shall proceed with the revision of the plan sheets impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.09, B, 1, 3, 4, 6, 7, 8, 9, and 10).

### C. Grading and Details

The Engineer shall revise the Design Cross Sections, within the limits of the ramp relocation and the added ramp toll gantry, at 100-foot stations along the mainlanes, ramps, and frontage roads, and other locations as necessary for the determination of revised cut and fill quantities. Cross sections shall display proposed storm sewer and utility elements.

#### 1.10 Drainage Design

The Engineer shall proceed with the revision of the plan sheets and other drainage documents impacted by the ramp relocation and the added ramp toll gantry, as further define in Work Authorization No. 1 (Section 1.10, C thru H).

### G. Water Quality

It is anticipated that water quality computations for two (2) water quality ponds will require revisions as a result of the ramp relocation. The two (2) ponds are identified as follows:

- a. Sta. 488+00 (WQ Pond Badger)
- b. Sta. 495+50 (WQ Pond Bulldog)

The Engineer shall revise the pond layouts and details required for the two (2) water quality ponds impacted by the ramp relocation.

The Engineer shall prepare a revision to the TCEQ Contributing Zone Permit, reflecting the updated water quality design computations and revised construction plan sheets. It is assumed that this revision will occur after the original TCEQ CZP permit is approved.

In addition to the services described above, the Engineer shall convert the TECQ calculations to the recently adopted format.

#### 1.11 Structural Design

The Engineer shall proceed with the development of the structural design associated with the widening of the NBFR bridge over Blockhouse Creek and revise the design of the NBML bridge over Blockhouse Creek, as further defined in Work Authorization No. 1 (Section 1.11). No structural analysis or condition survey will be performed on the NBFR bridge over Blockhouse Creek.

Bridge Limits Table for bridges impacted by the ramp relocation

Description	Approx. Length	Approx. Width	Estimated # of spans	Anticipated Beam Type
NBML @ Block House Creek	900'	58'	8	Type IV
NBFR @ Block House Creek (Widening)	880'	53'	8	Type IV

1.12 Retaining Wall Design

The Engineer shall proceed with the revision of retaining walls impacted by the ramp relocation, as further defined in Work Authorization No. 1 (Section 1.12A)

Retaining Wall Table for retaining walls impacted by the ramp relocation

Description	Approximate Location	Approximate Length	Type
WALL 18A	Sta. 496+27	170'	MSE
WALL 18B	Sta. 496+27 to Sta. 498+52	225'	MSE
WALL 18C	Sta. 487+32	225'	MSE
WALL 19	Sta. 506+21 to Sta. 508+00	179'	SOIL NAIL

1.13 Signing, Markings and Signalization

The Engineer shall proceed with the revision of the signing and marking design impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.13B, D and E)

In addition to the services described above, the Engineer shall revise the plan sheets to reflect the directives provided by the CTRMA/GEC. These directives are related to the proposed main lane striping (i.e. edge lines and lane lines).

Three (3) Large Guide Signs, proposed for the Cedar Park Special Events Center, shall also be incorporated into the PS&E package.

1.14 Traffic Control Plan (TCP)

The Engineer shall proceed with the revision of the TCP design impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.14A, B and C)

#### 1.15 Intelligent Transportation Systems (ITS)

The Engineer shall proceed with the revision of the ITS design impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.15)

#### 1.16 Illumination

The Engineer shall proceed with the revision of the Illumination design impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.16)

#### 1.17 Toll Facility Design

The Engineer shall proceed with the development of the ETC design impacted by the addition of the ramp toll gantry. Specific design tasks are summarized below:

- Prepare details for attachment of four (4) wire ways to the Mainlane and Ramp Toll Gantry trusses
- Prepare details to accommodate a wire chase at each toll gantry column
- Prepared details required for the VES Camera and AVI Antenna Support attachments
- Prepared details required for the development of an additional ETC Layout (Ramp), ETC Detail (Ramp), and Overall and Partial Site Plans (Electrical)
- Prepare special structural details required for the addition of the cantilever ramp toll gantry.
- Revise the Ramp Gantry Elevation Summary plan sheet

#### 1.18 Miscellaneous

The Engineer shall proceed with the revision of Miscellaneous tasks impacted by the ramp relocation and the added ramp toll gantry, as further defined in Work Authorization No. 1 (Section 1.18).

##### C. Deliverables

The Engineer will submit twelve (12) 11" X 17" paper copies at the 90% Submittal. Final PS&E Submittal shall include twelve (12) 11" X 17" paper copies of the revised plan sheets in addition to the signed, sealed and dated 11" x 17" final mylar copy including all supporting documentation and paperwork.

#### 1.19 Coordination, Meetings & Invoicing

The Engineer shall thoroughly review design plans, calculations and cost estimates associated with the requested revisions before submittal to the GEC or CTRMA.

EXHIBIT C

WORK SCHEDULE

The Engineer will perform engineering services described in Supplemental Work Authorization No. 3 and will submit deliverables to the Authority based on the following Work Schedule milestones:

Transmittal of completed 90% Design..... October 26, 2009

Transmittal of completed Final Submittal.....November 2, 2009







**RODRIGUEZ TRANSPORTATION GROUP, INC.**

TASK	Hourly Rate	SHEETS	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER	ENGR. TECH.	EIT	SIL. ENGR. SPECIALIST	SIL. ENGR. TECH.	ENGR. TECH.	ADMIN.	SUB TOTALS
			\$ 64.00	\$ 61.00	\$ 43.00	\$ 40.00	\$ 37.00	\$ 33.00	\$ 29.00	\$ 41.00	\$ 37.00	\$ 33.00	\$ 21.00	
1. Index of Sheets		3								2				4
2. Project Layout		3	1							2				5
B. Rightway Plans & Geometric														
1. Proposed Typical Sections		3	2			4				2				10
2. Existing Typical Sections		2	3			13				18				36
3. Marking Plan and Profiles		7	5			10	18			20				56
4. Finalized Road Plan and Plan and Profiles														
5. Cross Street Plan and Profiles														
5a. Cross Streets Plan and Profiles (from 100' to 150' from Right of Way)		2	3			10				10				25
5b. Cross Streets Plan and Profiles (from 150' to 200' from Right of Way)		1	2			3				3				10
6. Right Way and Profiles (REVISED & EX-100)		1	2			2				2				4
7. Right of Way Layout (REVISED & EX-100)		1	2			2				2				4
8. Horizontal Alignment Data Sheets		1	2			2				2				5
9. Miscellaneous Curve Data Sheets		1	2			2				2				4
10. Super-elevation Data Sheets														
C. Grading and Details			3			4				43				52
1. Prepare Design Cost Sheets														
Column Total = 212 Row Total = 212														
1.12 DRAINAGE DESIGN			23			52	18			49	65			9,000
A. Coordination			8			4				8	2			22
Column Total = 22 Row Total = 22														
1.13 STRUCTURAL DESIGN			8			4				8	2			1,098
A. Completion			6			4				6	2			12
Column Total = 12 Row Total = 12														
1.13 RETAINING WALL DESIGN			6			4				6	2			702
A. Retaining Walls														
1. Retaining Wall Construction		3	1			3				2				6
2. Overall Retaining Wall Layout Sheets		4	8			24				15				46
3. Retaining Wall Layout Sheets (walls 10A, 10B, 10C and 10)														
4. Structural Details for non-proprietary wall designs														
5. Temporary Shoring Details														
6. Retaining Wall Typical Sections		1	1			2				2				4
7. Retaining Wall Horizontal Alignment Data Sheets		1				2				2				4

**RODRIGUEZ TRANSPORTATION GROUP, INC.**

TASK	Hourly Rate	SHEETS	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER	ENGINEER	ET	SIC ENGR. SPECIALIST	SIC ENGR. TECH.	ENGR. TECH.	ADMIN.	SUB TOTALS
B. Soil Bored Pile Coordination														
C. Contract Alternative Design (Coordination)														
SUB-TOTAL NUMBER OF SHEETS:		9	10				32				29			Column Total = 62 Row Total = 62
SUB-TOTAL LABOR COST:			\$ 640	\$ -	\$ -	\$ 1,280	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -	\$ -
1.1.3 SIGNING, MARKINGS AND SIGNALIZATION														
A. Review Preliminary Signing Plan														
B. Layout Guide Sign Layout														
1. Ramp No-Location														
2. Review Ramp Yield Control Signs														
3. AAS Signs Association with the CPSECC														
D. Layout Sign Details														
1. Ramp No-Location														
2. Review Ramp Yield Control Signs														
3. AAS Signs Association with the CPSECC														
E. Overhead Sign Structure Elevations														
1. Loop Sign Elevation														
2. Auxiliary and Foundation Coordination														
F. Traffic Signal Plans (Coordination)														
1. Temporary Traffic Signal Plan (Coordination)														
SUB-TOTAL NUMBER OF SHEETS:		10	9							62	8			Column Total = 69 Row Total = 69
SUB-TOTAL LABOR COST:			\$ 576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,388	\$ 296	\$ -	\$ -	\$ -
1.1.4 TRAFFIC CONTROL PLAN														
A. Detailed Traffic Control Plan Sheets														
B. Traffic Control Signal Details														
C. TYP Overhead Plans														
D. Sequence of Construction Narrative														
F. Traffic Control Details														
H. Construction Elevation														
I. Road Datum/Driver Layouts														
SUB-TOTAL NUMBER OF SHEETS:		10	11			2				72	28			Column Total = 113 Row Total = 113
SUB-TOTAL LABOR COST:			\$ 794	\$ -	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ 3,168	\$ 1,036	\$ -	\$ -	\$ -
1.1.5 INTELLIGENT TRANSPORTATION SYSTEMS														
A. ITS Design (Coordination)														
SUB-TOTAL NUMBER OF SHEETS:			6			2					2			Column Total = 10 Row Total = 10
SUB-TOTAL LABOR COST:			\$ 384	\$ -	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ 74	\$ -	\$ -	\$ -
1.1.6 ILLUMINATION														
A. Coordination														
SUB-TOTAL NUMBER OF SHEETS:			8								2			Column Total = 8 Row Total = 8
SUB-TOTAL LABOR COST:														



HDR ENGINEERING, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER \$48.00	SENIOR SPECIALIST	SENIOR STRUCTURAL ENGINEER \$61.00	SENIOR PROJECT ENGINEER \$54.00	PROJECT ENGINEER or SR. LAND ARCH \$47.00	ENGINEER \$38.00	EIT \$28.00	SRL ENGR. TECH. or LAND ARCH \$38.00	ENGR. TECH. \$34.00	CLERICAL \$30.00	SUB TOTALS
<b>1.22 GOVERNMENTAL AGENCY COORDINATION</b>													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL DIRECT SALARY COST:</b>													
<b>1.26 INITIAL DESIGN AND DCC</b>													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL DIRECT SALARY COST:</b>													
<b>1.28 ROADWAY DESIGN</b>													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.31 STRUCTURAL DESIGN</b>													
A.1 Bridge Layout		3	4					30		30	10		103
Bridge #18 Krattage Rd Widening over Black House Creek													
Bridge Layout, Typical Section, Foundation Layout													
Bridge #3 - Hill Maintenance over Black House Creek		2	1					4		4	8		15
Apply Bridge Layout, Typical Section, Foundation Layout													
Bridge #18 Krattage Rd Widening over Black House Creek													
D. Estimate Quantity/ Bearing Foot Elevations		1						15		15	8		28
E.1. Elevation Alignment Details		1						10		10	8		20
E.2. End Bridge Abutment Details		1						12		12	8		24
F.1. One Interior Road Widening Detail		2						24		24	14		58
G.1. Framing Plan - 3 Unit (includes processed beam design)		3						18		18	8		46
H.1. Deck Plan - Unit 1		1						12		12	8		28
H.2. Deck Plan - Unit 2		1						12		12	8		28
H.3. Deck Plan - Unit 3		1						12		12	8		28
I. Column Detail		1						12		12	2		16
J. Bridge Geometry and NDS		1						12		12	2		16
K. Field Visit to existing structure. NB aluminum girders will be done on an existing bridge													
L. Miscellaneous Widening Details		1						4		4	4		12
M. Bridge QC review													
Bridges 3 - 18 Mainframes over Black House Creek													
D. Modify Estimate/Quantity/ Bearing Foot Elevations		1						4		4	8		16
E.1. Redesign and Modify Bridge Abutment Details		2						8		8	16		32

HDR ENGINEERING, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER \$80.00	SENIOR SPECIALIST	SENIOR STRUCTURAL ENGINEER \$81.00	SENIOR PROJECT ENGINEER \$54.00	PROJECT ENGINEER or ARCH \$47.00	ENGINEER \$39.00	ET \$28.00	SRL ENGR. TECH. or LAND ARCH \$30.00	ENGR. TECH. \$24.00	CLERICAL \$20.00	SUB TOTALS
F.1 Modify On-Street Joint Design Calculations					2	3					4		9
G.1 Modify On-Street Framed Plan - 1 Unit (includes preliminary beam design)		1	1			2					5		14
H.1 Modify Main Plan - Unit 1						2			2				11
J. Update Bridge Geometry and I/O's			4			2					2		4
M. Bridge O&M review													2

HDR ENGINEERING, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER \$49.00	SENIOR SPECIALIST	SENIOR STRUCTURAL ENGINEER \$51.00	SENIOR PROJECT ENGINEER \$54.00	PROJECT ENGINEER for SR, LAND ARCH \$47.00	ENGINEER \$39.00	EIT \$28.00	SR ENGL. TECH. or LAND ARCH \$34.00	ENGR. TECH. \$24.00	CLERICAL \$20.00	SUB TOTALS
1.12 RETAINING WALL DESIGN		34	50	7	437	87		182	44	140	155		Column Total = 665 Row Total = 665
	SUB-TOTAL NUMBER OF SHEETS:												
	SUB-TOTAL HOURS:												
	SUB-TOTAL DIRECT SALARY COST:												
1.13 FISHING, WALDRIDGE AND SIGNALIZATION													
	SUB-TOTAL NUMBER OF SHEETS:												
	SUB-TOTAL HOURS:												
	SUB-TOTAL DIRECT SALARY COST:												
1.14 TOLL FACILITY DESIGN													
	SUB-TOTAL NUMBER OF SHEETS:												
	SUB-TOTAL HOURS:												
	SUB-TOTAL DIRECT SALARY COST:												
	A. Detail Work Vignettes & Support connections to the Toll Gateway Towers	1											
	B. Detail Work Vignettes at On-Ramps	4											
	C. On-Ramp and Detail Vignettes at On-Ramp and Off-Ramp Interchanges	1											
	D. Electrical Design for I/P TUBS Structures	1											
	E. Foundation Design for I/P TUBS Structures	1											
	F. Electrical Column and Foundation Design and Details for Cambridge Toll Gateway	2											
	G. Structural dynamic analysis for Cambridge Toll Gateway												
	H. Structural dynamic analysis for Haysam O&B Toll Gateway	1											
	I. Structural dynamic analysis for Marbach O&B Toll Gateway	1											
	J. Update Haysam Driveway Elevations												
	K. Structural Specifications for Wireways and Wiretrusses												
	SUB-TOTAL NUMBER OF SHEETS:	11											
	SUB-TOTAL HOURS:		20	8	46	22		46	10	67	67		Column Total = 200 Row Total = 286
	SUB-TOTAL DIRECT SALARY COST:		\$ 1,340	\$ -	\$ 488	\$ 2,484	\$ 1,034	\$ 1,794	\$ 280	\$ 2,412	\$ 1,403	\$ -	\$ 11,460
1.15 COORDINATION, MEETING & INVOICING													
	SUB-TOTAL NUMBER OF SHEETS:												
	SUB-TOTAL HOURS:												
	SUB-TOTAL DIRECT SALARY COST:												





**K FRIESE AND ASSOCIATES, INC.**

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	ENGR. TECH.	SENIOR ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>1.01 GOVERNMENTAL AGENCY COORDINATION</b>													
A. Coordination													
1. TCCOT - 1 meeting													
2. City of Cedar Park - 1 meeting													
3. City of Leander - 1 meeting													
4. Williamson County - 1 meeting													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.02 DATA COLLECTION</b>													
A. Census, Review and Evaluate Data													
B. Field Investigations													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.03 GEOTECHNICAL INVESTIGATION</b>													
A. Coordination													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.04 SUPPLEMENTAL SURVEYS</b>													
A. Coordination													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.05 ROW MARKING</b>													
A. Coordination													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.07 UTILITY COORDINATION AND DESIGN</b>													
A. Coordination Meetings													
C. Design strategies due to utilities													
D. Burials existing and proposed utility locations on drainage plans													
P. Markers existing utility crossings on drainage plan													
G. Review utility relocation plans for protection of utilities													
H. Notify OFC of any utility conflicts (existing and/or proposed)													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.08 INITIAL DESIGN AND DCC</b>													
A. Review 183A Extension Project Manual													
B. Assist with development of project DCR													
C. Review schematics for conformance with design criteria													
D. Schematic Refinements													
1. Prepare and Verify Refinements													
4. Coordinate refinements with the OFC													

K FRIESE AND ASSOCIATES, INC.

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER \$	SENIOR SPECIALIST \$	SENIOR ENGINEER \$	SENIOR PROJECT ENGINEER \$	ENGINEER \$	BIT \$	SIL ENGR, TECH, \$	ENGR, TECH, \$	CLERICAL \$	SUB TOTALS
E. Preliminary Cost Estimate												
G. Amend DCC												
<b>1.1.1 ROADWAY DESIGN</b>												
A. Block Plan Sheets (Construction)												
B. Highway Plans & Geometry												
6. Align Plan and Profiles (218 Runoffs Only)												
7. Slope Down Limits (218 Runoffs Only)												
8. Runoff Alignment Data Sheets (Construction)												
9. Substation Data Sheets (Construction)												
11. Protection and Block Priority System (Construction)												
<b>1.1.2 DRAINAGE DESIGN</b>												
A. Review Conceptual Drainage & Water Quality Analysis												
B. Drainage Impact Study												
1. Modify Erosion Control and Outfalls												
2. Determine Existing Inlets												
3. Evaluate Proposed System and Outfalls												
4. Calculate Proposed Inlets												
5. Determine Hydrologic Impacts												
6. Evaluate Inlets and Inlet Impact Analysis												
7. Determine Mitigation Alternatives												
8. Develop Outfall Roadway (8 ponds)												
9. Protect Permitting Coordination												
10. Develop Report Preparation												
C. Inlets and Culvert Plan Sheets												
1. Prepare Hydraulic Data / Storm Sewer and Inlet Calculation Sheets												
2. Prepare Inlet and Culvert Area Maps (1"x100')												
3. Prepare Culvert Layouts (1"x100' H, 1"x50' V)												
D. Storm Drain Plans												
1. Prepare Storm Drain Calculations Sheets												
2. Prepare Inlet Area Maps (1"x100')												
3a. Prepare Drainage Plan Sheets (1"x100')												
3b. Prepare Drainage Profile Sheets (1"x50')												
4. Prepare Layout Profile Sheets												
5. Prepare Open Inlet Schedule												
6. Prepare Miscellaneous Drainage Detail Sheets												
7. Temporary Drainage Profiles												
8. Final Protection Determination												
E. Storm Analysis (4 storm outages)												
F. Storm Water Pollution Prevention Plan (SWPPP)(Continuation)												
G. Water Quality & Detention												
1. Water Quality & Detention Plans												
a. Baseline Water Quality & Detention Pond Layouts (1"x50')												
b. Inflow Pond Water Quality & Detention Pond Layouts (1"x50')												
c. Final Water Quality & Detention Pond Layouts (1"x50')												
H. TCEQ Contributing Zone Plan												
1. Prepare Contributing Zone Plan												
2. Submit meeting with TCEQ and TCEQ												
3. Submit modification to agreement CDP												



K FRIESE AND ASSOCIATES, INC.

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	EIT	SR. ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
		12.55%											
	DIRECT SALARY PLUS OVERHEAD												\$ 24,335
	PROFIT												2,344
	TOTAL LABOR COST												\$ 27,679
	DIRECT EXPENSES:												
	Travel:							150 miles					\$72.75
	Miscellaneous							days					\$25.00 per day
	Per diem							nights					\$100.00 per night
	Logging												
	Copies:							210 copies					\$42.00
	Reproduction							40 sheets					\$40.00
	Media (mylar)												
	Misc Expenses:												
	Express delivery												\$15.00
	Research Materials												
	TOTAL DIRECT EXPENSES:												\$ 231
	K FRIESE ENGINEERING TOTAL COST												\$ 27,910

GRAY JANSING & ASSOCIATES, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER \$	SENIOR SPECIALITY \$	SENIOR BRIDGE ENGINEER \$	SENIOR PROJECT ENGINEER \$	SENIOR ENGINEER \$	ENGINEER \$	EIT \$	SR. ENGR. TECH. \$	ENGR. TECH. \$	CLERICAL \$	BLR TOTALS
1.01 GOVERNMENTAL AGENCY COORDINATION													
A. Coordination													
1.02 DATA COLLECTION													
A. Collect, Review and Evaluate Data													
B. Field Investigations													
1.03 RCM MAPPING													
1.04 UTILITY COORDINATION AND DESIGN													
A. Coordination Meetings													
B. Illustrate existing and proposed utility locations on shared use path plans													
C. Illustrate existing utility crossings on shared use path plans													
D. Review utility relocation plans for clearance of conflicts													
E. Notify DEC of any utility conflicts (existing and/or proposed)													
1.05 INITIAL DESIGN AND DEC													
A. Review 183A Extension Project Manual													
B. Solicit stakeholder input													
1.06 PRELIMINARY DESIGN AND DEC													
A. Prepare preliminary design and vertical alignment for shared use path													
B. Prepare location of any shared use path													
C. Coordinate modifications with the DEC													
D. Notify DEC of any proposed easement needs													
E. Preliminary Cost Estimate													
F. Prepare DEC													
1.07 FINAL DESIGN AND DEC													
A. Prepare final design and vertical alignment for shared use path													
B. Prepare location of any shared use path													
C. Coordinate modifications with the DEC													
D. Notify DEC of any proposed easement needs													
E. Preliminary Cost Estimate													
F. Prepare DEC													

GRAY JANSING & ASSOCIATES, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	EIT	Sr. ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
<b>1.09 ROADWAY DESIGN</b>													
A. Basic Plan Sheets													
B. Grading, Section and Elevation													
C. Bridge Plan Sheet (Coordination)													
D. Storm Drain Plan Sheet (Coordination)													
E. Water Quality (Coordination)													
F. Utility (Coordination)													
G. Other (Coordination)													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.10 BRIDGE DESIGN</b>													
A. Basic Plan Sheets													
B. Grading, Section and Elevation													
C. Bridge Plan Sheet (Coordination)													
D. Storm Drain Plan Sheet (Coordination)													
E. Water Quality (Coordination)													
F. Utility (Coordination)													
G. Other (Coordination)													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.11 STRUCTURAL DESIGN</b>													
A. Calculation													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.12 DESIGN, MARKING AND SIGNALIZATION</b>													
A. Design and Placement Signage Layout for Right of Way													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.13 MISCELLANEOUS</b>													
A. Quantity & Surveys (80%, P77-F18 R01 PWS)													
B. Standards, Specifications and Estimate													
C. Operational Standards													
D. Supplemental Standard Details													
E. Project Specifications and Provisions													
F. Project General Notes													
G. Construction Costs Estimate													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													

GRAY JANISNG & ASSOCIATES, INC.

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	EST	SIL ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>1.18 COORDINATION, MEETINGS &amp; INVOICING</b>													
A. Project Meetings (assume 3 meetings)													
B. Coordination Meetings													
1. Bi-weekly Design Conmt. Meetings w/ DEC/SLOC (assume 8 meetings)													
2. Internal Coord. Meetings (assume 8 meetings)													
C. Review Meetings and Comment Responses (assume 4 meetings)													
D. GAOOC													
1. GAOOC Plan Development													
2. GAOOC Review Workshops													
F. Provide Assistance to the DEC staffs for staffing process													
G. Invoicing (assume 12 month cycle)													
I. Pre-Bid Meeting													
J. Pre-Construction Meeting													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>TOTAL NUMBER OF SHEETS:</b>													
<b>TOTAL HOURS:</b>													
<b>TOTAL LABOR COST:</b>													
<b>DIRECT SALARY PLUS OVERHEAD PROFIT</b>													
<b>TOTAL LABOR COST</b>													
<b>DIRECT EXPENSES:</b>													
Travel:													
Miscellaneous													
Per diem													
Lodging													
Copies:													
Reproduction													
Media (major)													
Miscellaneous:													
Expense delivery													
Research Materials													
<b>TOTAL DIRECT EXPENSES:</b>													
<b>GRAY JANISNG ENGINEERING TOTAL COST</b>													



AGUIRRE & FIELDS, LP

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER \$61.00	SENIOR PROJECT ENGINEER	PROJECT ENGINEER \$45.00	ENGINEER \$39.50	EST \$27.00	SR. ENGR. TECH. \$36.00	ENGR. TECH. \$24.00	CLERICAL	SUB TOTALS
1.19 DRAINAGE DESIGN A. Retaining Walls at Detention Ponds 1. Badger Pond - Est 489-00 2. Bullock Pond - Est 490-00		4 3			4 4	12 6		20 14		28 24	52 24		116 74
SUB-TOTAL NUMBER OF SHEETS: SUB-TOTAL HOURS:		7			8	20		34		52	76		Column Total = 190 Row Total = 190
SUB-TOTAL DIRECT SALARY COST:					\$ 488	\$ 900		\$ 1,343		\$ 1,872	\$ 1,824		\$ 6,427
1.17 STRUCTURAL DESIGN													
SUB-TOTAL NUMBER OF SHEETS: SUB-TOTAL HOURS:													
SUB-TOTAL DIRECT SALARY COST:													
1.12 RETAINING WALL DESIGN A. Retaining Walls (400-500) 1. Retaining Wall 19 - See Note Layout (p.0-248)		3			7	12		20		24	24		87
SUB-TOTAL NUMBER OF SHEETS: SUB-TOTAL HOURS:		3			7	12		20		24	24		Column Total = 87 Row Total = 87
SUB-TOTAL DIRECT SALARY COST:					\$ 437	\$ 840		\$ 790		\$ 864	\$ 576		\$ 3,197
1.18 MISCELLANEOUS													
SUB-TOTAL NUMBER OF SHEETS: SUB-TOTAL HOURS:													
SUB-TOTAL DIRECT SALARY COST:													
1.13 COORDINATION, MEETINGS & REVISIONS													
SUB-TOTAL NUMBER OF SHEETS: SUB-TOTAL HOURS:													
SUB-TOTAL DIRECT SALARY COST:													
TOTAL NUMBER OF SHEETS: TOTAL HOURS:		10		15		33		54		76	100		Column Total = 277 Row Total = 277
DIRECT SALARY COST					\$ 915	\$ 1,440		\$ 2,133		\$ 2,736	\$ 2,400		\$ 9,624
OVERHEAD													\$ 16,261
DIRECT SALARY PLUS OVERHEAD													\$ 25,885
PROFIT													\$ 3,118
TOTAL LABOR COST													\$ 29,102
DIRECT EXPENSES:													
Travel:													
Mealage													
Per diem													
Lodging													
Copies:													
Reproduction													
Notes (mylar)													
Misc Expenses:													
Express (airmail)													
TOTAL DIRECT EXPENSES:													\$ -
AGUIRRE & FIELDS ENGINEERING TOTAL COST													\$ 29,102

HUGGINS/SEILER & ASSOCIATES, LP

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR ENGINEER	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	ETT	SR. ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
			\$ -	\$ 48.00	\$ -	\$ -	\$ 42.00	\$ 38.00	\$ 30.00	\$ -	\$ 34.00	\$ 23.00	\$ 15.00	
1.E1 GOVERNMENTAL AGENCY COORDINATION A. Coordination 1. TDCOT - 1 meeting														
	SUB-TOTAL NUMBER OF SHEETS:													
	SUB-TOTAL HOURS:													
	SUB-TOTAL LABOR COST:													
1.E2 DATA COLLECTION B. Field investigations														
	SUB-TOTAL NUMBER OF SHEETS:													
	SUB-TOTAL HOURS:													
	SUB-TOTAL LABOR COST:													
1.E3 INITIAL DESIGN AND PLOTTING A. Review 193A Estimation Project Manual														
	SUB-TOTAL NUMBER OF SHEETS:													
	SUB-TOTAL HOURS:													
	SUB-TOTAL LABOR COST:													
1.E4 DRAINAGE DESIGN F. Storm Water Pollution Prevention Plans (SWPPP) 1. Emission and Sediment Control Plans 2. Storm water sheets 3. Emission and Sediment Control Details		6		10			4		24					38
	SUB-TOTAL NUMBER OF SHEETS:	6		10		4			24					38
	SUB-TOTAL HOURS:			480		184			864					1,508
	SUB-TOTAL LABOR COST:													
1.E5 MISCELLANEOUS A. Drawings & Specifications (90% and final) B. Standards, Specifications and Comments 1. Overview Standards 2. Supplemental Standards Details 3. Program Specifications and Provisions 4. Program Control Tables 5. Construction Costs Estimate														
	SUB-TOTAL NUMBER OF SHEETS:													
	SUB-TOTAL HOURS:													
	SUB-TOTAL LABOR COST:													
1.E6 COORDINATION, MEETINGS & REVISING A. Project Workshops (assume 2 workshops) B. Construction Meetings 1. Design Coord. Meetings w/ GPC/ODD (assume 1 meeting) 2. Internal Coord. Meetings (assume 4 meetings) D. Review Meeting Comments Responses E. OADOC 1. OADOC Plan Development 2. OADOC Review Workshops G. Invitations (assume 8 initial events)														
	SUB-TOTAL NUMBER OF SHEETS:													
	SUB-TOTAL HOURS:													
	SUB-TOTAL LABOR COST:													

HUGGINS/SEILER & ASSOCIATES, LP

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	BIT	SR. ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
			\$ -	\$ 40.00	\$ -	\$ 41.00	\$ 42.00	\$ 38.00	\$ 30.00	\$ 34.00	\$ 28.00	\$ 15.00	
	SUB-TOTAL HOURS:												
	SUB-TOTAL LABOR COST:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL NUMBER OF SHEETS:	8											
	TOTAL HOURS:			10		4			24				Row Total = 38
	TOTAL LABOR COST:		\$ -	\$ 460	\$ -	\$ 184	\$ -	\$ -	\$ 954	\$ -	\$ -	\$ -	\$ 2,262
	DIRECT SALARY PLUS OVERHEAD PROFIT												\$ 3,770
	TOTAL LABOR COST												\$ 4,222
	DIRECT EXPENSES:												
	Travel:												
	Meals:												
	Per diem:												
	Lodging:												
	Copies:												
	Reproduction:												
	Media (mylar):												
	Misc Expenses:												
	Express delivery:												
	Research Materials:												
	TOTAL DIRECT EXPENSES:												\$ -
	HSA ENGINEERING TOTAL COST:												\$ 4,222





RJ RIVERA ASSOCIATES, INC.

TASK	Hourly Rate	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	ETT	SR ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB-TOTAL
1.07 ENVIRONMENTAL AGENCY COORDINATION													
A. Coordination													
1. TCSU - 1 meeting													
2. City of Austin - 1 meeting													
3. City of Leander - 1 meeting													
4. City of Lampasas - 1 meeting													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.08 DATA COLLECTION													
A. Review and Review Data													
B. PM Investigations													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.09 UTILITY COORDINATION AND DESIGN													
A. Coordination Meetings - 2 meetings													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.10 INITIAL DESIGN AND BIDS													
A. Review 102A Preliminary Project Map													
B. Preliminary Cost Estimate													
G. Amend DCC													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.11 SIGNING, MARKINGS AND SIGNALIZATION													
G. Traffic Signal Plans													
1. Control diagram													
2. Plan layout sheets													
3. Notes for plan layout													
4. Phase sequence diagrams													
5. Construction detail sheets													
6. Marking details (strip)													
7. Electrical and ITS													
H. Traffic Signal Control Plans and Estimates													
I. Temporary Traffic Signal Plans													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.12 INTELLIGENT TRANSPORTATION SYSTEMS													
A. Incorporate ITS Facility Design													
B. Integrate Variable Message Signs, Dynamic Lane Control, and ITS													
C. Adjust ITS Timing Alignment Data sheet													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
1.13 UTILITIES													
A. Overhead/Underpass Lighted Layout													
B. Safety Layout													
SUB-TOTAL NUMBER OF SHEETS:													
SUB-TOTAL HOURS:													
SUB-TOTAL LABOR COST:													
Column Total = 13													
Row Total = 12													
Column Total = 81													
Row Total = 81													

RJ RIVERA ASSOCIATES, INC.

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	BIT	SR. ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
1. Lighting calculations Revise & exhibit													
2. Plan layout sheets		0											
3. Electrical General Notes													
4. Power Source Identification													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>		0											
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.18 MISCELLANEOUS</b>													
A. Operations & Supplies (90% and 7/mo)													
B. Standards, Specifications and Estimates													
1. Operator's Handbook													
2. Supplemental Standard Details													
3. Review Specifications and Procedures													
4. Review General Notes													
5. Review/Adjust Construction Costs Estimate													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.19 COORDINATION, MEETINGS &amp; INVOCING</b>													
A. Project Meetings (assume 2 workdays)													
B. Coordination Meetings													
1. Original Coord. Meetings w/ OIG/ODG (assume 1 meetings)													
2. Internal Coord. Meetings (assume 0 meetings)													
C. Review Meetings and Comments Responses (assume 1 meetings)													
E. OAGC													
1. OAGC Plan Development													
2. OAGC Review Workshop													
G. Inspections (see adjacent Invoicing cycles)													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>1.20 CONSTRUCTION PHASE SERVICES</b>													
A. Coordination													
<b>SUB-TOTAL NUMBER OF SHEETS:</b>													
<b>SUB-TOTAL HOURS:</b>													
<b>SUB-TOTAL LABOR COST:</b>													
<b>TOTAL NUMBER OF SHEETS:</b>		14											
<b>TOTAL LABOR COST:</b>													
<b>DIRECT SALARY PLUS OVERHEAD PROFIT</b>													
<b>TOTAL LABOR COST:</b>													
<b>DIRECT EXPENSES/Travel:</b>													

RJ RIVERA ASSOCIATES, INC.

TASK	Hourly Rate:	SHEETS	PROJECT MANAGER	SENIOR SPECIALIST	SENIOR BRIDGE ENGINEER	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	ET	SR ENGR. TECH.	ENGR. TECH.	CLERICAL	SUB TOTALS
		Mileage Per diem Lodging Copies: Reproduction Mobile (m/bur) Misc Expenses: Express delivery Research Materials	\$ -	\$ -	\$ -	\$ 52.00	\$ 40.00	\$ 40.00	30 miles days nights	\$ -	\$ 21.00	\$ 23.00	\$ 43.00
								54 copies 10 sheets 1 inch			\$ 100.00 per night \$25.00 per day		\$ 10.80 \$38.00 \$25.00
<b>TOTAL DIRECT EXPENSES:</b>													
<b>RJR ENGINEERING TOTAL COST</b>													
												\$ 115	
												\$ 21,742	







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

**RESOLUTION NO. 09-76**

**Modification of Toll Rates and  
Establishment of Future Modification Criteria for  
the 183A Project**

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and to improve the quality of life for residents of Central Texas; and

WHEREAS, in Resolution 04-62, dated December 8, 2004, the CTRMA Board of Directors adopted formal toll policies for the CTRMA (the "Toll Policies") that were consistent with the financial requirements necessary to fulfill its obligations and reflected input received through public comment and a public hearing held by the CTRMA for such purpose; and

WHEREAS, the Board of Directors anticipated in Resolution 04-62 that the Toll Policies would be subject to revision and amendment from time to time to insure that the Toll Policies best implement the mission and goals of the CTRMA in its efforts to serve the public regarding mobility matters; and

WHEREAS, certain provisions of the Toll Policies have been previously modified in accordance with the requirements of the Master Trust Indenture dated February 1, 2005 by and between the CTRMA and JP Morgan Chase Bank, National Association, Trustee (now with Regions Bank as Successor Trustee) as well as the requirements of all applicable Supplemental Trust Indentures related to the CTRMA's financing of the 183A Toll Project (the "Project") and other projects being undertaken by the CTRMA (all such documents being referred to as the "Bond Documents"); and

WHEREAS, the Official Statement dated February 16, 2005 regarding the financing of the initial phase of the Project included a Traffic and Revenue Study that provided for a scheduled toll rate adjustment effective as of January 1, 2010 at the north and south tolled main lanes at the Park Street Plaza ("2010 Toll Modification"); and

WHEREAS, the CTRMA is currently undertaking the procurement, contracting and construction of Phase II of the Project and CTRMA staff recommends that effective upon completion and opening of Phase II to the travelling public in approximately 2012 ("Phase II Opening"), the

entire toll schedule for the Project (including Phase II) should be revised to provide equitable toll rates for all drivers utilizing the Project ("2012 Toll Modification"); and

WHEREAS, CTRMA staff recommends the adoption of certain modification criteria to be utilized in the future to provide for consistent modification of the toll schedule for the entire Project in order to ensure that toll rates are periodically adjusted to reflect the effects of inflation relative to the costs of operating and maintaining the Project as well as developing any other projects in the financial system with the Project, with such modification criteria going into effect approximately one year after the Phase II Opening and thereafter ("Toll Modification Criteria"); and

WHEREAS, CTRMA staff has undertaken development of various proposed amendments and revisions to the Toll Policies in order to address the 2010 Toll Modification, the 2012 Toll Modification and the Toll Modification Criteria and such proposed revisions to the Toll Policies are attached hereto as Attachment "A" ("Revisions to Toll Policies"); and

WHEREAS, CTRMA staff has undertaken with Stantec Consulting Services, Inc., the CTRMA's Traffic Consultant, the necessary review and analysis of the fiscal results of such revisions as required under the Bond Documents in order to fully consider the impact of the proposed Revisions to Toll Policies; and

WHEREAS, the initial review and analysis has been completed and the Board of Directors has determined that the Revisions to Toll Policies are acceptable and in the best interest of furthering CTRMA's efforts to serve the public regarding mobility matters and ensuring that all projects, including the Project, are and remain financially healthy and viable.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts the Revisions to the Toll Policies attached hereto as Attachment "A" and hereby amends the CTRMA Toll Policies accordingly, effective as of the respective dates set forth therein and subject to all necessary fiscal review and analysis being delivered to the CTRMA in final form acceptable to the CTRMA and other relevant parties under applicable bond covenants in the Bond Documents; and

BE IT FURTHER RESOLVED, that in all instances, the toll schedule for the Project as well as any other projects that are made part of a financial system with the Project, shall always be sufficient to meet or exceed all covenants and requirements set forth in the Bond Documents, and in the event of any conflict between the effects of the Revisions to Toll Policies and the Bond Documents, the covenants and requirements of the Bond Documents shall control.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November, 2009.

Submitted and reviewed by:



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Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-76  
Date Passed 11/18/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 09-76**  
**REVISIONS TO TOLL POLICIES**

**2010 Toll Modification**  
**2012 Toll Modification**  
**and**  
**Toll Modification Criteria**

The CTRMA Board of Directors has, by passage of its Resolution 09-76 dated November 18, 2009, adopted certain revisions to the Toll Policies of the Authority.

These revisions to the Toll Policies amend the Policies and Procedures for Toll Collection Operations on the CTRMA Turnpike System ("Policies and Procedures Document") originally adopted December 8, 2004 and as previously modified.

Notwithstanding any conflicting provisions of these or prior revisions to the Toll Policies, the toll schedules set forth in the Policies and Procedures Document shall always be sufficient to meet or exceed all covenants and requirements set forth in all applicable bond documents, and in the event of any conflict between the effects of these or prior revisions to Toll Policies and the bond documents, the covenants and requirements of the bond documents shall control.

The following revisions to the Policies and Procedure Document are authorized and adopted as follows:

**1. 2010 Toll Modification.** As reflected in Table 6-2 of the Traffic and Revenue Study Final Report set forth as Appendix D in the 183A Project Official Statement dated February 16, 2005, the base toll rates for passenger car tolls (2 axles) to be collected on the north and south main lanes at the Park Street Plaza shall be revised as follows, effective January 1, 2010:

Electronic Toll Collection Rate (TxTag or interoperable tag)	\$1.55
Pay by Mail Toll Collection Rate	\$2.07

Base toll rates at all toll gantries and ramps other than at the Park Street Plaza toll gantries shall remain as set forth in the Policies and Procedure Document until the effective date of the 2012 Toll Modification set forth below.

**2. 2012 Toll Modification.** Effective upon the date Phase II of the 183A Project is completed and open to the travelling public, the following base toll rates for passenger car tolls (2 axes) shall be collected at the respective toll gantries set forth below:

<b>Paypoint Location (Toll Gantry)</b>	<b>Toll Direction</b>	<b>Payment Type (ETC=Electronic Toll Collection)</b>	<b>Base Toll Rate</b>
CR 272 Ramp CR 272 Ramp	To/from North To/from North	ETC Pay by Mail	\$0.36 \$0.48
New Hope ML New Hope ML	NB/SB NB/SB	ETC Pay by Mail	\$0.95 \$1.27
New Hope Ramp New Hope Ramp	From South From South	ETC Pay by Mail	\$0.54 \$0.72
Park Street ML Park Street ML	NB/SB NB/SB	ETC Pay by Mail	\$1.25 \$1.67
Brushy Creek Ramp Brushy Creek Ramp	To/from South To/from South	ETC Pay by Mail	\$0.54 \$0.72
Lakeline ML Lakeline ML	NB/SB NB/SB	ETC Pay by Mail	\$0.50 \$0.67
<b>Full Length Trip On Main Lanes</b>		<b>ETC Pay by Mail</b>	<b>\$2.70 \$3.61</b>

**3. Toll Modification Criteria.** The following provisions are fully adopted and made a part of the Policies and Procedure Document and may be incorporated in any Supplemental Trust Indenture to be issued in conjunction with the bond financing to be utilized for the financing of the construction and development of the 183A Turnpike Project (defined terms in these provisions shall be in accordance with the terms and definitions set forth in the Master Trust Indenture and any applicable Supplemental Trust Indenture):

Subject in all instances to the provisions, requirements and restrictions of the Master Indenture, as amended and supplemented from time to time, beginning on October 1, 2013 and on each October 1 thereafter (the "Toll Escalation Determination Date"), a percentage increase in the Toll rates for the 183A Turnpike Project will be determined in an amount equal to the Toll Rate Escalation Percentage. The Toll Rate Escalation Percentage, as calculated on each Toll Escalation Determination Date, shall be reported to the Board of

Directors each year at its October board meeting. The percentage increase in the Toll rates shall be effective on the January 1 of the next calendar year, unless at such board meeting the Board of Directors affirmatively votes to modify the Toll Rate Escalation Percentage. If the Board of Directors votes to modify the Toll Rate Escalation Percentage, the Toll rate increase to be effective on January 1 of the next calendar year shall be based on the modified Toll Rate Escalation Percentage.

For purposes of determining the Toll Rate Escalation Percentage, the following capitalized terms shall have the meanings given below:

“Toll Rate Escalation Percentage” = shall mean a percentage amount equal to  $[(CPI^t - CPI^{t-12})/CPI^{t-12}]$ . In the event the Toll Rate Escalation Percentage is calculated to equal less than 0%, then the Toll Rate Escalation Percentage shall be deemed to equal 0%.

“CPI<sup>t</sup>” = the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (“CPI”), as published by the Bureau of Labor Statistics of the U.S. Department of Labor (“BLS”) prior to the Toll Escalation Determination Date for which such calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors’ and dentists’ services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average.

“CPI<sup>t-12</sup>” = the CPI published by the BLS in the month that is 12 months prior to the month used to established CPI<sup>t</sup>.

If the CPI is discontinued or substantially altered, as determined in the sole discretion of the Authority, the Authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the Authority reserves the right to modify its obligations under this Policy.

The above revisions shall be deemed part of the Policies and Procedures Document as provided in Resolution No. 09-76, unless and until further revised by the CTRMA Board of Directors by appropriate resolution and in accordance with the provisions of the Bond Documents. Except as



specifically modified herein, all other provisions of the Policies and Procedures Document, as amended, are confirmed and acknowledged for all purposes.

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

**RESOLUTION NO. 09-77**

**PBS&J GEC Scope of Services/Work Authorization No. 1 for  
Construction Engineering, Inspection and Construction Management Services  
Related to Segment 1 of the  
290 East Toll Project**

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

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

WHEREAS, the CTRMA utilizes PBS&J for certain purposes as a General Engineering Consultant ("GEC") pursuant to an existing Agreement for General Consulting Engineering Services with HNTB dated September 1, 2003, under which PBS&J is a subconsultant and Project Manager, and the CTRMA Board of Directors has authorized the negotiation and execution of a new GEC Agreement with PBS&J (the "New GEC Agreement") that will be executed prior to expiration of the existing HNTB Agreement; and

WHEREAS, the GEC provides various services to the CTRMA, including the oversight and management of certain aspects of the development, design, construction and operation of its proposed and existing projects; and

WHEREAS, such GEC services include providing construction engineering, inspection and construction management services during the pre-construction and construction phases of certain projects (the "GEC Construction Services"); and

WHEREAS, the CTRMA has previously caused the design and engineering work to be prepared for Segment 1 of the 290 East Toll Project which includes the construction of four direct connectors at the US 183-US 290 East interchange (the "Project"); and

WHEREAS, Work Authorization No. 1 to the New GEC Agreement, including a Scope of Services ("Work Authorization No. 1") describing the GEC Construction Services to be utilized in connection with the Project has been developed and is in substantially the form attached hereto as Attachment "A", and such Work Authorization No. 1 establishes a "not to exceed" amount to be paid as compensation for the GEC Construction Services; and

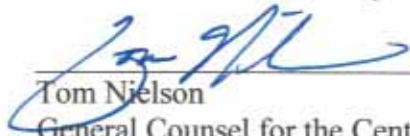
WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 1 and its execution prior to the commencement of construction of the Project, with any approval of Work Authorization No. 1 being subject to the final execution of the New GEC Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Work Authorization No. 1 and the related Scope of Services in substantially the form attached hereto as Attachment "A"; and

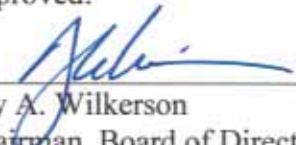
BE IT FURTHER RESOLVED, that Work Authorization No. 1 and the related Scope of Services may be finalized and executed by the Executive Director on behalf of the CTRMA at any time after the final execution of the New GEC Agreement and that Work Authorization No. 1 may be amended from time to time by written amendment as deemed necessary the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-77  
Date Passed 11/18/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 09-77**  
**PBS&J GEC Scope of Services/Work Authorization No. 1 for Segment 1 of the**  
**290 East Toll Project**

**EXHIBIT D**  
**WORK AUTHORIZATION**

**Work Authorization No. 1**

This Work Authorization is made as of this 18<sup>th</sup> day of November, 2009, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 20\_\_\_\_ (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and PBS&J (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*290 East Toll Project  
Construction Engineering & Inspection / Construction Management Services  
related to Segment 1*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by the GEC

**Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete within thirty (30) months from the date this Work Authorization No. 1 becomes effective. This Work Authorization No. 1 will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$8,032,525.34, based on Attachment B -Fee Estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Please reference Attachment A – Services to be Provided by the GEC

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: PBS&J

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**WORK AUTHORIZATION NO. 1**  
**PBS&J**  
**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE GEC**

**General**

The services to be performed by the GEC will include, but not be limited to, construction engineering & inspection and construction management services necessary to oversee the construction of the 290 East Toll Project – Segment No. 1 through a Design-Bid-Build construction contract. This will entail those professional services and associated deliverables required to complete the inspection and oversight activities associated with the management of the contractor(s) (hereinafter referred to as the Contractor).

The GEC will maintain a Construction Management staff at the Contractor-provided Project Field Office to manage and administer the planning, execution, and control of the construction engineering and inspection, including invoicing and administrative support for activities required to complete the overall construction oversight efforts. This staff will represent the CTRMA's interests as defined in the construction contract. To effectively perform the tasks associated with this scope, it is anticipated that the GEC will provide a core fulltime Construction staff at the Field Office.

**1. Construction Supervision, Inspection and Testing (Code 13620)**

The GEC will be the single point of contact between the CTRMA and the respective Contractor(s) and the Engineer(s) of Record, acting as an extension of CTRMA staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct the construction under the construction contract. Field inspections, testing and oversight reviews by the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The Engineer(s) of Record will remain responsible for design related services.

**1.1. Construction Inspection and Engineering**

The GEC will provide quality control and assurance oversight for the construction of the project through construction inspection and engineering services in accordance with the Construction Quality Management Plan. Included with this task will be the following efforts:

- Establish and maintain the Project Field Office operation within the Contractor-provided facility; including the purchase, installation and maintenance of IT equipment; leasing and maintenance of project vehicles; and any additional expenses required by the Project.
- Review the Contractor's plan for construction Quality Control to be used in the field.
- Inspect Contractor's construction operations.
- Maintain diary and associated required documentation.
- Schedule and hold Pre-Construction conference for the project.
- Document pre-project conditions via still photography and video.

- Review concrete, asphalt and lime mix designs as submitted by the Contractor for concurrence with contract documents as required by the project design and specifications. The Engineer(s) of Record will be responsible for final approval.
- Coordinate, prepare, and attend weekly Project Construction Progress Meetings with the Contractor. Prepare meeting minutes and required action items for distribution and archive.

## **1.2. Project Controls**

Specific tasks will include:

### **1.2.1. Database Maintenance and EDMS Interface**

- Develop project document control protocol.
- Perform training of field personnel in the use of EDMS applications and work processes.
- Maintain a database and software associated with the Electronic Document Management System (EDMS) and the user interfaces with EDMS.
- Develop and maintain Dashboard access for real-time project financial, schedule and other data status.
- Provide security monitoring of network access.
- Provide maintenance of servers, workstations, and network equipment as required for field staff.

### **1.2.2. Tracking Maintenance**

- Maintain the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, issues, material test data, schedules, audits, related technical data, and issues associated with the Project.

### **1.2.3. Data Backups**

- Perform backup of Project database on a daily basis.

### **1.2.4. Document Distribution**

- Assign identification coding to incoming and outgoing project related documentation and perform entry into the EDMS.
- Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications.
- Log and track submittals and deliverables.

### **1.2.5. Response to Open Records Requests**

- Perform retrieval of documents as a result of open records requests.

### **1.2.6. Mail Services**

- Provide mail services for the Project (US, Priority, Courier, Internal and External).



### **1.3. Materials Testing**

The GEC will provide Quality Control and Quality Assurance testing of materials incorporated into the project. Coordinate materials testing operations, and review Material Test Reports. Materials Testing procedures will include:

#### **1.3.1. Quality Control & Assurance**

- Provide a Qualification Program for materials utilized by the project for the construction of the Project in accordance with the Construction Quality Management Plan.
- Develop procedures and requirements for handling, storage, shipping, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.
- Submit construction QC/QA Material Certification letter monthly to CTRMA.
- All material test results will be reviewed by the Resident Engineer.

#### **1.3.2. Verification**

- Develop and implement a testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project.
- Perform the testing of construction materials utilized on the project.
- Prepare and manage Non-Compliance Reports (NCRs) for failing tests as appropriate.
- Prepare control charts for applicable test values.
- Provide materials advice as deemed necessary.
- Maintain a material testing data base.
- Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the off-site materials testing agency.

### **1.4. Survey Support**

The GEC will:

- Provide control points and associated vertical and horizontal quality assurance survey checks with documentation for the Contractor's use to establish line and grade.
- Perform miscellaneous spot checks as needed during the duration of the project.

### **1.5. Geotechnical Support & Investigation**

The GEC will:

- Provide geotechnical exploration, engineering and technical services as needed during construction.
- Document geotechnical involvement on the project.

### **1.6. Traffic Control Assurance**

The GEC will:

#### **1.6.1. Quality Control and Assurance**

- Review, monitor and recommend modifications to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards.

#### **1.6.2. Compliance**

- Document and issue deficiency reports to the Contractor on any non-compliance of traffic control devices or layouts.

#### **1.6.3. Coordination**

- Coordinate with the Contractor, affected third parties, interested agencies, emergency responders and CTRMA for major traffic disruptions.

#### **1.6.4. Meetings**

- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractor, designers or interested parties.

### **1.7. Environmental Compliance**

The GEC will:

#### **1.7.1. Document Review**

- Review applicable Environmental Permits.

#### **1.7.2. Quality Control & Assurance**

- Verify that the Contractor is conforming to permit requirements while performing the required construction operations.
- Monitor Contractor's compliance with the SWPPP plans and requirements; coordinate other environmental concerns during construction.
- Verify adherence to environmental commitments contained within the environmental studies.

#### **1.7.3. Coordination**

- Coordinate with the Contractor to verify that they are adhering to the project permits and documenting as such. The GEC will issue non-compliant documentation in instances where permit requirements fall below requirements.
- Coordinate environmental commitments consistently throughout the CTRMA Projects.
- Coordinate permit close-out activities.

#### **1.7.4. Meetings**

- Attend, hold and/or document any environmental compliance meetings as deemed appropriate.

### **1.8. Utility Engineering**

The GEC will:

#### **1.8.1. Utility Adjustment Coordination**

- Participate in meetings as necessary to effectively manage the utility coordination process.
- Schedule periodic meetings with utility owner's representatives for coordination purposes.
- Attend meetings with CTRMA and other interested parties as directed.

- Meet with the Contractor and/or designer as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners.
- Assist CTRMA with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities. The GEC will also prepare draft agreements for CTRMA's use including the necessary exhibits and information concerning the project (such as reports, plans and surveys).
- Monitor and report utility adjustment status.

#### **1.8.2. Utility Engineering**

- Review existing utility information for conflicts with the proposed Project and provide a utility conflict analysis.
- Provide a conceptual utility relocation plan.
- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; not responsible for actual location of utilities.

#### **1.9. Technical Advice**

The GEC will:

- Advise and assist the CTRMA on matters of construction related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) on the intent reflected in the designs, plans, and specifications. The Engineer of Record will remain responsible for design related services.

#### **1.10. Final Punch List / Final Inspection**

The GEC will:

- Coordinate with the Contractor in the generation of preliminary and final punch lists.
- Monitor the resolution of outstanding construction items.
- Verify and certify final inspection reports of the completed construction; issue recommendations and certification of completion of construction.

#### **1.11. Deliverables**

- Diary (objective and consisting of documented facts and statements only)
- Inspector Daily Reports
- Pay Item Computation (if needed)
- Field Books – Indexed and Numbered
- Embankment, Sub-grade, Sub-base and Base Course Testing

- Concrete Plant and Concrete Related Field Inspection Reports (calibrations, gradations, admixtures, slump, air content, etc.)
- Concrete Delivery Tickets with an attached adding machine tape indicating date, pay item(s), placement location and cumulative quantity
- HMA Plant Reports
- HMA and Concrete Mix Designs
- HMA Tickets (for HMA binder, surface or leveling course binder mixes and tack coat) indicating date, pay item(s), placement location, cumulative total, and any additional information needed
- Drilled Shaft drilling logs
- Concrete Volume Checks
- Miscellaneous and Material Certifications
- Off-Site Testing and Inspection Reports
- Accident Reports for major accidents within the work zone (fatality or medical treatment required)
- Miscellaneous documents (source of aggregate, Shop Drawings, Subcontractor acceptance and purchase orders)
- Weekly Progress Reports and Weekly Meeting Minutes

#### **Construction Litigation - Dispute/Claims Support (Code 13680)**

The GEC will provide consultation and assistance to the CTRMA, the testing engineer, the general counsel of the CTRMA, and the Construction Manager related to aspects of the design, construction, duties, and services required during the construction of the Project.

##### **1.12. Dispute Analysis**

- The GEC will assemble supporting documentation, review, analyze and provide recommendations to CTRMA on the Contractor's submittal of a dispute.

##### **1.13. Claim Package Analysis**

- The GEC will review, analyze and make recommendations to CTRMA on the Contractor's claim package submittal.
- Participate as needed in preparation and presentation to Dispute Resolution Board.

#### **Project Oversight – Construction (Code 13720)**

##### **1.14. Pre-Letting Coordination**

The GEC will:

- Participate in the management and administration of the project letting activities. This includes participation in constructability reviews and meetings during the pre-bid process.

- Facilitate the pre-bid meetings and follow-up activities that result from the meetings.
- Prepare correspondence (letters, email, memos, addendums etc.) necessitated by the project bidding process, as required.
- Evaluate Bid Packages.
- Present the project to perspective bidders, answer questions and document both questions and responses.

#### **1.15. Project Management**

The GEC will:

- Develop and maintain a staffing plan for consistency and appropriate levels of field staffing. Provide staff to manage the daily activities of the program according to the Construction Quality Management Plan.
- Work with CTRMA, TxDOT, GEC, design consultants, third party consultants, utility companies, public agencies, contractors and the general public to coordinate construction activities.
- Coordinate the details of and participate in project's partnering meeting to be held prior to beginning of construction. The costs associated with the partnering meetings, such as venue and facilitator, will be the responsibility of CTRMA.
- Coordinate, contract and provide oversight for any required sub-consultants.

#### **1.16. Construction Quality Management Plan (CQMP)**

The GEC will:

- Develop a CQMP consisting of GEC's Quality Control/Quality Assurance Plan integrated with the Contractor's Quality Plan; including at a minimum:
  - Identification of Contractor's Construction Quality Manager
  - Qualification of the GEC Quality Control personnel
  - Checklists for quality inspections for specific work items including inspection "hold-points"
  - Documentation procedures for field inspections, materials testing, and EDMS interface
  - Generation, tracking, and resolution of non Conformance Reports (NCRs)
  - Issue resolution escalation structure
- Maintain the CQMP as a living document by the addition, modification, or deletion of provisions as necessary and issue revisions as the program progresses.

#### **1.17. Document Controls**

The GEC will:

- Develop and implement a document control plan.
- Maintain project files for the duration of the Project.
- Transfer program files to CTRMA upon completion of the work or as directed by the CTRMA.

### **1.18. Program Reporting**

The GEC will:

- Prepare and issue monthly status reports on the Project's construction status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to CTRMA on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub consultants.
- Track, monitor, and prepare reports on DBE/HUB utilization for the GEC and sub contractors, and DBE/HUB programs for other program contracts including construction contracts.
- Prepare reports as required for ARRA funding.

### **1.19. Trust Indenture Obligations**

The GEC will:

- Perform all duties and services, render opinions, and issue certificates specified for the GEC in the Trust Agreement(s) necessary for securing the revenue bonds issued by the CTRMA to finance the project.
- Prepare a Quarterly Report with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

### **1.20. Project Meetings & Documentation**

#### **1.20.1. Meetings**

The GEC will facilitate the following project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Construction Progress Meetings (Weekly)
- Program Construction Progress Meetings (As Needed)
- Issue Resolution Meetings (As Needed)

#### **1.20.2. Documentation**

The GEC will prepare agendas, meeting minutes, action items and follow-up action item status for each of the project meetings and distribute to attendees and appropriate personnel.

### **1.21. CTRMA Construction Coordination Support**

The GEC will support CTRMA in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- Capital Area Metropolitan Planning Organization (CAMPO)
- Capital Metropolitan Transportation Authority (CAPMETRO)
- Williamson County

- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by CTRMA

#### **1.22. General Technical Support**

The GEC will provide technical support and management assistance as required by the CTRMA toward the successful completion of the project; including:

- Advise the CTRMA on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services.

#### **1.23. Project Scheduling**

The GEC will:

- Evaluate, monitor and verify according to contractual requirements, the construction schedule (baseline and updates) as submitted by the Contractor.
- Report and verify the Contractor's progress and upcoming milestones on a monthly basis to CTRMA.
- Identify, catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and report recommendations to CTRMA.

#### **1.24. Contract Management and Administration**

The GEC will:

##### **1.24.1. Change Order Processing & Management**

- Provide review of change orders on the Project and process in accordance with the Project Construction Management Plan and coordinate with external agencies as required.
- Review change order cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to CTRMA.
- Maintain, log and retain all documents associated with change orders.
- Provide constructability reviews of Work Sequence Plans submitted by the Contractor. The Contractor will be responsible for final approval.
- Assist in review of Contractor initiated alternative design or substitution proposals. The Engineer(s) of Record will be responsible for the design and approval of any design alternative, alteration or revision.
- Coordinate with the Engineer(s) of Record.

##### **1.24.2. Requests for Information (RFI) Processing and Management**

- Review and respond to RFIs on the Project.
- Maintain, log and retain all documents associated with RFIs.
- Coordinate with the Engineer(s) of Record.

#### **1.24.3. Shop Drawing / Submittals Processing and Management**

- Review 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 submitted by the Contractor prior to forwarding to the Design Engineer. The Engineer of Record will be responsible for final approval.
- Maintain, log and retain all documents associated with shop drawings.
- Coordinate with the Engineer(s) of Record.

#### **1.24.4. Contractor Pay Requests**

- Review and provide required certifications to the CTRMA for processing of the Contractor's partial and final pay requests.
- Evaluate the pay requests for proper documentation and signature by the Contractor in accordance with the requirements of the Contract and to assure it accurately reflects monies due for acceptable work completed.

#### **1.24.5. Records Management**

- Maintain and retain pertinent documentation on the project.
- At the completion of the project return all such documentation to CTRMA for their storage.
- Coordinate document integration with the CTRMA EDMS.

#### **1.25. Record Drawings**

- Compile and provide the CTRMA with Record Plans incorporating construction revisions into the original "as bid" construction plans. The GEC is not responsible for any errors or omission in the information provided by the Contractor that are incorporated into the record drawings.

#### **1.26. Deliverables**

- Change Orders, Partial and Final Pay Estimates.
- Correspondence.
- RFI files and Log.
- Submittal log.
- Approved DBE Utilization Plan, all DBE / EEO related correspondence, and Contractor daily headcounts.
- Letters from the CTRMA to the Contractor documenting acceptance, time extension(s), and/or assessment of Liquidated Damages for all Interim Completion Dates, Substantial Completion Dates, and/or Final Completion Date, as applicable.
- Final Record Drawings.
- Comprehensive construction contract progress reporting with weekly frequency of reporting for all large contracts.



## **Public Involvement (Code 13750)**

Support CTRMA in the administration, management and coordination of the overall public involvement efforts.

### **1.27. Public Information and Construction Updates**

Coordinate and assist with public outreach concerning project information and construction updates, including:

- Work with the Contractor to develop Public Information Plan (PIP) for the project.
- Respond to public inquiries regarding the project, specifically with the use of a telephone hotline phone number and an e-mail hotline address.
- Coordinate with the Contractor to prepare and conduct monthly briefings to stakeholders, as needed.

### **1.28. Public Outreach Support**

Coordinate / support / assist various public outreach meetings and events, as requested by the CTRMA; including:

- Small meetings and one-on-ones with stakeholders.
- Project tours for visitors and other delegations.

### **1.29. Media Outreach Support**

Assist the CTRMA Director of Communications, as requested, with the following public and media outreach tasks:

- Update the project web site.
- Issuance of public notices of traffic phase changes and local road detours and closures with the Contractor.
- Respond to media inquiries.
- Respond to open record requests.

**ATTACHMENT B  
FEE ESTIMATE  
CTRMA 290E SEGMENT 1  
SUMMARY**

Provider Name	Services to be Provided		
PBS&J	1. Construction Supervision, Inspection and Testing	Total Labor, Overhead & Profit	6,896,763.29
		Expenses	<u>0.00</u>
		Sub-Total Fee	<u>\$ 6,896,763.29</u>
Rodríguez Transportation Group, Inc.*	1. Construction Supervision, Inspection and Testing	Total Labor, Overhead & Profit	525,976.00
		Expenses	<u>0.00</u>
		Sub-Total Fee	<u>\$ 525,976.00</u>
EarthCam, Inc.	1. Construction Supervision, Inspection and Testing	Total Labor, Overhead & Profit	0.00
		Expenses	<u>60,000.00</u>
		Sub-Total Fee	<u>\$ 60,000.00</u>
PaveTex Engineering and Testing, Inc.*	1.3 Materials Testing	Total Labor, Overhead & Profit	694,801.25
		Expenses	<u>0.00</u>
		Sub-Total Fee	<u>\$ 694,801.25</u>
Terracon Consultants, Inc.	1.3 Materials Testing	Total Labor, Overhead & Profit	40,005.50
		Expenses	<u>0.00</u>
		Sub-Total Fee	<u>\$ 40,005.50</u>
McGray & McGray Land Surveyors, Inc.*	1.4 Survey Support	Total Labor, Overhead & Profit	14,979.30
		Expenses	<u>0.00</u>
		Sub-Total Fee	<u>\$ 14,979.30</u>
		<b>Total Fee (Construction Management)</b>	<b><u>\$ 8,032,525.34</u></b>

\*DBE Firm registered with TxDOT  
 \* Anticipated DBE Fee = \$ 1,235,756.55  
 \* Anticipated DBE Percentage = 15%

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
PBS&J**

**1. Construction Supervision, Inspection and Testing - Labor Detail**

SCOPE SERVICE NO.	POSITION/TITLE	FULL/PART TIME	REQUIRED DURATION (Months)	ESTIMATED HOURS	REMARKS (# Hours/Week)	RATE	EXTENDED	
1	Regional Business Sector Manager/Program Manager	PT	27	697	6	\$ 98.00	200,704.39	
1	Group Manager/QA Manager	PT	27	929	8	\$ 68.00	185,685.70	
1.12/1.13	Group Manager/Claims Analyst	PT	24	100		\$ 60.00	17,640.00	
1.23	Sr. Estimator/Scheduler II/Scheduler	PT	24	1651	18	\$ 52.00	252,435.45	
1	Sr. Contracts Administrator/Records Manager	FT	27	4644	40	\$ 39.00	532,481.04	
1.7	Sr. Technical Coordinator/SW3P Inspector	PT	24	150		\$ 40.00	17,640.00	
1.4	Sr. Group Manager/Survey Manager	PT	23	80		\$ 55.00	12,936.00	
1.4	Survey Crew- 3 man crew	PT	23	80		\$180.00	42,336.00	
1.4	Senior Surveyor III/Surveyor Supervisor	PT	23	40		\$ 45.00	5,292.00	
1.4	Senior Survey Technician/Sr. Survey Technician	PT	23	40		\$ 23.00	2,704.80	
1.4	Survey Technician/Survey Technician	PT	23	40		\$ 21.00	2,459.60	
							<u>Sub-Total</u>	<u>\$ 1,272,324.98</u>
1	Sr. Program Manager/Construction Manager	FT	27	4644	40	\$ 68.00	877,901.75	
1	Sr. Resident Engineer/Resident Engineer	FT	27	4644	40	\$ 61.00	787,520.52	
1	Sr. Engineer I/Office Engineer	FT	27	4644	40	\$ 38.00	490,592.16	
1	Construction Management Rep. II/Construction Management Rep. II	FT	25	4300	40	\$ 44.00	525,976.00	
1.1	Sr. Field Representative II/Field Representative	FT	24	4541	44	\$ 32.00	403,946.57	
1.1	Sr. Field Representative II/Field Representative	FT	14	2649	44	\$ 32.00	235,637.25	
1.1	Sr. Field Representative II/Field Representative	FT	18	3406	44	\$ 32.00	302,962.18	
1.1	Sr. Field Representative II/Sr. Field Representative II	FT	17	3216	44	\$ 34.00	304,014.13	
1.1	Sr. Field Representative II/Sr Field Representative	FT	24	4541	44	\$ 36.00	454,443.25	
1.1	Field Representative/Field Representative	FT	18	3406	44	\$ 31.00	293,494.61	
1.1	Sr. Field Representative II/Sr. Field Representative	FT	24	4541	44	\$ 36.00	454,443.25	
1.1	Field Representative/Field Representative	FT	18	3406	44	\$ 31.00	293,494.61	
							<u>Sub-Total</u>	<u>\$ 5,424,438.30</u>
							<u>TOTAL</u>	<u>\$ 6,696,763.29</u>

ATTACHMENT B  
FEE ESTIMATE

CTRMA 290E SEGMENT 1  
Rodriguez Transportation Group, Inc.  
1. Construction Supervision, Inspection and Testing - Labor Detail

SCOPE SERVICE NO.	POSITION/TITLE	FULL/PART TIME	REQUIRED DURATION (Months)	ESTIMATED HOURS	REMARKS (# Hours/Week)	RATE	EXTENDED
1	Construction Mangement Rep. II/Construction Management Rep. II	FT	25	4300	40	\$ 44.00	525,976.00
<b>TOTAL</b>							<b>\$ 525,976.00</b>

ATTACHMENT B  
FEE ESTIMATE

CTRMA 290E SEGMENT 1  
EarthCam

1. Construction, Supervision, Inspection and Testing - Expense Detail

SCOPE SERVICE NO.	DIRECT EXPENSE	UNIT	QUANTITY	RATE	EXTENDED
1	Mobile TrailerCam, Megapixel Robotic, Installation, Data Service, Website, Support and Archiving	Lump Sum	1	\$60,000.00	60,000.00
				<u>TOTAL</u>	<u>\$ 60,000.00</u>

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
PaveTex Engineering and Testing, Inc.  
1.3 Materials Testing**

<b>Engineering Services (Unit Cost)</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Extended</b>
Project Engineer, P.E.	hr.	\$ 130.00	750	97,500.00
Materials/ Records QA	hr.	\$ 85.00	3,500	297,500.00
<b>Laboratory &amp; Field Tech. Reg Hrs</b>				
HMAC LEVEL 1A Certified Technician	hr.	\$ 48.00	100	4,800.00
HMAC LEVEL 1B Certified Technician	hr.	\$ 48.00	100	4,800.00
HMAC LEVEL 2 Certified Technician	hr.	\$ 65.00	5	325.00
CONCRETE Technician	hr.	\$ 48.00	1,500	72,000.00
Laboratory & Field Tech. Overtime Hours	hr.	\$ 58.00	300	17,400.00
<b>Transportation</b>				
Vehicle- Daily	day	\$ 50.00	420	21,000.00
Vehicle- Monthly	month	\$ 1,100.00	12	13,200.00
<b>Field Testing</b>				
Ride Quality	hr.	\$ 150.00	25	3,750.00
Pavement Coring				
Hot Mix Asphalt	ea.	\$ 80.00	13	1,040.00
Concrete	ea.	\$ 120.00	150	18,000.00
<b>Soils and Base Testing</b>				
Sampling	ea.	\$ 100.00	13	1,250.00
Sample Preparation	ea.	\$ 50.00	13	625.00
Moisture Content	ea.	\$ 10.00	13	125.00
Atterberg Limits	ea.	\$ 50.00	13	625.00
Linear Bar Shrinkage	per bar	\$ 25.00	3	62.50
Sieve Analysis	ea.	\$ 45.00	13	562.50
Sieve Analysis	ea.	\$ 55.00	13	687.50
Percent Passing No. 200 Sieve	ea.	\$ 30.00	3	75.00
Moisture-Density Relationship	ea.	\$ 250.00	13	3,125.00
Moisture-Density Relationship	ea.	\$ 200.00	13	2,500.00
Field Density Measurements	ea. (min 3 tests)	\$ 35.00	150	5,250.00
Wet Ball Mill Test	ea.	\$ 210.00	2	420.00
Texas Triaxial Compression	ea.	\$ 1,100.00	2	2,200.00
Texas Triaxial Compression	ea.	\$ 1,000.00	2	2,000.00
QA Series for Flexible Base	ea.	\$ 2,000.00	2	4,000.00
Soil-Cement Testing	ea.	\$ 1,100.00	3	2,750.00
Soil-Cement Testing	ea.	\$ 300.00	3	750.00
Soil-Lime Testing	ea.	\$ 1,100.00	6	6,875.00
Soil-Lime Testing	ea.	\$ 300.00	6	1,875.00
Soil-Lime Testing	ea pH.	\$ 20.00	6	125.00
Lime-Fly Ash Compression	ea.	\$ 1,100.00	1	1,375.00
Soil pH	ea.	\$ 20.00	13	250.00
Resistivity of Soils	ea.	\$ 50.00	50	2,500.00

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
PaveTex Engineering and Testing, Inc.  
1.3 Materials Testing**

Thickness of Pavement Layers	per hr. (min 4 hrs.)	\$ 95.00	13	1,187.50
Triaxial Testing	ea.	\$ 950.00	1	950.00
Tube Suction Test	ea.	\$ 100.00	0	0.00
Sulfate Content in Soils	ea.	\$ 20.00	50	1,000.00
Conductivity of Sulfate Soils	ea.	\$ 10.00	13	125.00
Seismic Modulus-Moisture Curve	ea. curve	\$ 200.00	0	0.00
Tube Suction/Seismic Combo	ea. point	\$ 200.00	0	0.00
<b>Aggregate Testing</b>				
Sampling	hr.	\$ 47.00	3	117.50
Dry sieve	ea.	\$ 50.00	3	125.00
Washed sieve	ea.	\$ 50.00	3	125.00
Bulk Specific Gravity	ea.	\$ 70.00	1	87.50
Apparent Specific Gravity	ea.	\$ 70.00	1	87.50
Deleterious material	ea.	\$ 10.00	6	62.50
Decantation	ea.	\$ 90.00	6	562.50
Los Angeles abrasion	ea.	\$ 250.00	1	312.50
Magnesium sulfate soundness	ea.	\$ 250.00	1	312.50
Micro-Deval abrasion	ea.	\$ 250.00	1	312.50
Coarse aggregate angularity		\$ 30.00	1	37.50
	ea. (includes		1	
Flat and elongated particles	gradation)	\$ 100.00		125.00
Linear shrinkage	per bar	\$ 5.00	1	5.00
Sand equivalent	ea.	\$ 60.00	6	375.00
<b>HMAC Testing</b>				
Mix Design	ea.	\$ 2,500.00	0	0.00
Design Verification (Plant Mix)	ea.	\$ 250.00	1	250.00
Design Verification (Lab Mix)	ea.	\$ 600.00	1	750.00
Design Verification (Superpave)	ea.	\$ 750.00	0	0.00
Mixing	set of 3	\$ 75.00	2	150.00
Molding (TGC)	set of 3	\$ 60.00	13	750.00
Core Lock	set of 2	\$ 75.00	38	2,812.50
Laboratory-molded density	set of 3	\$ 40.00	13	500.00
VMA (calculation only)	ea.	\$ 5.00	13	62.50
HMA Stability	set of 3	\$ 45.00	1	56.25
Asphalt Content by Extraction	ea.	\$ 175.00	0	0.00
Asphalt Recovery	ea.	\$ 200.00	0	0.00
Moisture Content	ea.	\$ 25.00	1	31.25
Hydrocarbon Volatile Content	ea.	\$ 150.00	1	75.00
Deleterious Material & Decant	ea.	\$ 100.00	1	125.00
Flakiness Index or Flat/Elongated	ea.	\$ 100.00	1	125.00
Indirect Tensile Strength	ea.	\$ 50.00	1	62.50
Rice gravity	ea.	\$ 60.00	13	750.00
Asphalt Content by Nuclear Method	ea.	\$ 100.00	0	25.00
Mix Design for CMHB	ea.	\$ 2,500.00	1	1,250.00

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
PaveTex Engineering and Testing, Inc.  
1.3 Materials Testing**

Draindown Test	ea.	\$ 85.00	1	106.25
Ignition oven calibration	ea.	\$ 600.00	1	750.00
Gradation & asphalt content	ea.	\$ 160.00	5	800.00
Indirect tensile strength	ea.	\$ 50.00	1	62.50
Superpave Compaction	set	\$ 100.00	3	300.00
Hamburg wheel test	ea.	\$ 400.00	3	1,200.00
Overlay Test	ea.	\$ 600.00	3	1,800.00
Penetration of Bituminous Material	ea.	\$ 100.00	1	100.00
Boil test	ea.	\$ 50.00	1	50.00
<b>Concrete Testing</b>				
Sampling Fresh Concrete	hr.	\$ 48.00	220	10,560.00
Slump of Fresh Concrete	hr.	\$ 48.00	220	10,560.00
Air Content of Fresh Concrete	hr.	\$ 48.00	185	8,880.00
Unit Weight of Concrete	ea.	\$ 60.00	20	1,200.00
Strength Concrete Specimens	ea.	\$ 20.00	2,050	41,000.00
Temperature of Fresh Content	hr.	\$ 48.00	200	9,600.00
Pavement Thickness	ea.	\$ 120.00	10	1,200.00
Testing Drilled Cores of Concrete	ea.	\$ 50.00	25	1,250.00
Strength of Grouts	ea.	\$ 30.00	13	375.00
			<b>TOTAL</b>	<b>10,399 \$ 694,801.25</b>

**Fee Conditions**

The above engineering and technician fee rates, includes all labor, equipment and transportation to complete the specified services. Minimum of four (4) hours charged for field work. Overtime rates will apply when personnel works more than eight (8) hours within a twenty-four (24) hour period. All weekend hours will be charged as overtime hours. Weekends beginning from Friday to 6:00 P.M. to Monday 6:00 A.M.



**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
Terracon Consultants, Inc.  
1.3 Materials Testing**

<b>Personnel</b>	<b>Unit</b>	<b>Price</b>	<b>Quantity</b>	<b>Extended</b>
Consultant, Principal, Officer, P.E.	hr.	\$176.80	2	353.60
Senior, Engineer, P.E./Geologist	hr.	\$132.34	10	1,323.40
Project Manager	hr.	\$ 99.64	38	3,786.32
Project Engineer /Geologist	hr.	\$ 84.84	2	169.68
<b>Transportation</b>				
Vehicle Charge	day	\$ 55.00	70	3,850.00
Mileage (outside Travis Co.), IRS Rate	mile	\$ 0.06	0	0.00
<b>Construction Materials Field Technicians (3 hr. minimum)</b>				
Soil Technician	hr.	\$ 56.86	24	1,364.64
Soil Technician, overtime	hr.	\$ 85.29	4	341.16
<b>Structural Steel Technician</b>				
CWI	hr.	\$ 65.00	10	650.00
CWI, overtime	hr.	\$ 97.50	2	195.00
NDT,	hr.	\$ 80.00	10	800.00
NDT, overtime	hr.	\$120.00	2	240.00
Bolting Inspection	hr.	\$ 65.00	4	260.00
Bolting Inspection, overtime	hr.	\$ 97.50	2	195.00
Ultrasonic Test Equipment	day	\$ 90.00	2	180.00
Reinforcing Steel Detection Equipment (Hilti Ferroscon)	day	\$220.00	1	220.00
<b>Geotechnical Field Services for Conventional Truck-Mounted Drill Rig</b>				
Mobilization of Drill Rig (within 50-mile radius of office)	ea.	\$300.00	2	600.00
Additional Mileage of Rig (beyond 50-mile radius from office)	mile e/way	\$ 3.50	2	7.00
Mobilization of Drill Crew Support Vehicle (within 25-mile radius of office)	day	\$ 40.00	2	80.00
Addl Mileage of Support Vehicle (beyond 25-mile radius)	mile e/way	\$ 1.50	2	3.00
Drill Crew Hourly Rate (two-man crew)	hr	\$200.00	2	400.00
Drill Crew Per Diem	man-day	\$125.00	0	0.00
Grouting of Borings with bentonite or sak-crete	ft	\$ 5.00	4	20.00
Minimum Drilling Fee	project	\$700.00	2	1,400.00
<b>Soil Sampling, using either 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT) in soil, at approximate 2-foot intervals from 0 to 10 feet in depth and at approximate 5-foot intervals beyond 10 feet.</b>				
0 to 50 feet	ft	\$ 14.00	45	630.00
50 to 100 feet	ft	\$ 17.00	2	34.00
Auger boring (no sampling)	ft	\$ 12.00	2	24.00
<b>Additional charge for using Hollow Stem Augers (if required)</b>				
0 to 50 feet	ft	\$ 4.00	2	8.00
50 to 100 feet	ft	\$ 6.00	2	12.00
<b>Additional Shelby Tube or SPT samples</b>				
0 to 50 feet	sample	\$ 20.00	2	40.00
50 to 100 feet	sample	\$ 25.00	2	50.00

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
Terracon Consultants, Inc.  
1.3 Materials Testing**

<b>TxDOT Cone Penetrometer tests</b>				
0 to 50 feet	sample	\$ 25.00	5	125.00
50 to 100 feet	sample	\$ 30.00	2	60.00
 <b>Rock Coring, using either carbide or diamond-impregnated bits with Nx core barrels obtaining continuous samples:</b>				
<b>Soft formations:</b>				
0 to 50 feet,	ft	\$ 18.00	4	72.00
50 to 100 feet	ft	\$ 22.00	2	44.00
<b>Hard formations:</b>				
0 to 50 feet,	ft	\$ 20.00	2	40.00
50 to 100 feet	ft	\$ 24.00	2	48.00
NOTE: a. Drilling with All-Terrain Vehicle (ATV) or Track-Mounted rigs in unusually soft, wet, and/or steep areas can be quoted upon request.				
b. Drilling to depths beyond 100 feet can be quoted upon request.				
c. Rock coring of very hard formations such as granite and marble can be quoted upon request.				
d. Any other special sampling or drilling technique can be quoted upon request, as needed.				
 <b>Laboratory Strength and Volume Change Tests</b>				
Unconfined Compression Test (soil)	ea.	\$ 30.00	7	210.00
Unconfined Compression Test (rock)	ea.	\$ 35.00	2	70.00
 <b>Triaxial Compression Tests:</b>				
Unconsolidated - Undrained	circle	\$185.00	2	370.00
Consolidated - Undrained (with pore-pressure measurements)	circle	\$440.00	2	880.00
 <b>Direct Shear Test:</b>				
Consolidated - Undrained	point	\$160.00	1	160.00
Consolidated - Drained	point	\$250.00	1	250.00
 <b>Absorption Swell Tests:</b>				
Single Pressure	test	\$ 50.00	1	50.00
Additional Pressures	ea.	\$ 50.00	1	50.00
Consolidation Test, regular with increasing load increments (max 7 loads)	ea.	\$440.00	2	880.00
Additional Load Increments	ea.	\$ 50.00	2	100.00
Plotted Time Curves	ea.	\$ 70.00	2	140.00
Additional Unload-Reload Cycles	ea.	\$110.00	2	220.00
 <b>Testing of Soils and Base Materials</b>				
Sample Preparation (Tex-101-E)	ea.	\$ 52.00	4	208.00
Natural Moisture Content	ea.	\$ 9.00	4	36.00
Sieve Analysis (Tex-110-E, Part I)	ea.	\$ 60.00	4	240.00
Sieve Analysis (Tex-110-E, Part III)	ea.	\$ 60.00	4	240.00
Atterberg Limits (Liquid & Plastic Limits Tex-104-E, 105-E, & 106-E)	ea.	\$ 55.00	6	330.00
Percent Passing No. 200 Sieve (Tex-111-E)	ea.	\$ 40.00	6	240.00
Bar Linear Shrinkage of Soils (Tex-107-E)	ea.	\$ 37.00	5	185.00
Moisture Density Relationship (Tex-113-E)	ea.	\$215.00	2	430.00
Moisture Density Relationship (Tex-114-E, Part I or Part II)	ea.	\$215.00	2	430.00

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
Terracon Consultants, Inc.  
1.3 Materials Testing**

Permeability of Silt or Clay (ASTM D 5084)	ea.	\$340.00	2	680.00
Soil Specific Gravity (Tex-108-E)	ea.	\$ 57.00	4	228.00
Chloride & Sulfate Content (Tex-620-J)	ea.	\$ 70.00	5	350.00
Soil pH value (Tex-128-E)	ea.	\$ 26.00	5	130.00
Soil Resistivity (Tex-129-E)	ea.	\$105.00	5	525.00
Density Determination (Shelby tube sample)	ea.	\$ 15.00	2	30.00
Hydrometer Analysis (ASTM D 422)	ea.	\$120.00	4	480.00
Laboratory CBR Tests	ea.	\$315.00	2	630.00
Soil-lime Relationship: PI Method	ea.	\$420.00	5	2,100.00
Soil-lime Relationship: pH Method	ea.	\$210.00	2	420.00
<b>Soils Field Services</b>				
In place density / moisture test, nuclear method (ASTM D 2922 / ASTM D 3027), per hour	hr	\$ 56.86	150	8,529.00
Soils Technician, overtime, per hour	hr	\$ 85.29	30	2,558.70
		<b>TOTAL</b>	<b>551</b>	<b>\$40,005.50</b>

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
McGray & McGray Land Surveyors, Inc.  
1.4 Survey Support**

SCOPE SERVICE NO.	POSITION/TITLE	FULL/PART TIME	REQUIRED DURATION (Months)	ESTIMATED HOURS	RATE	EXTENDED
1.4	Sr. Group Manager/Survey Manager	PT	23	20	\$ 55.00	3,234.00
1.4	Survey Crew- 3 man crew	PT	23	15	\$ 180.00	7,938.00
1.4	Senior Surveyor II/Surveyor Supervisor	PT	23	19	\$ 45.00	2,513.70
1.4	Senior Survey Technician/Sr. Survey Technician	PT	23	10	\$ 23.00	676.20
1.4	Survey Technician/Survey Technician	PT	23	10	\$ 21.00	617.40
<b>TOTAL</b>					<b>\$ 14,979.30</b>	

**ATTACHMENT B  
FEE ESTIMATE**

**CTRMA 290E SEGMENT 1  
Construction Management - Fee Estimate - Expense Detail**

**All expenses to be incurred on this project are incorporated into the corresponding company's overhead rates.**

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

**RESOLUTION NO. 09-78**

**Amendment of Employee Handbook  
TxDOT Internal Compliance Policy Standards**

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

WHEREAS, effective January 1, 2010, all entities that receive financial assistance from TxDOT pursuant to the Toll Equity Rules are required to adopt and enforce an ethics and compliance program that meets certain requirements set forth in 43 Tex. Admin. Code § 1.8; and

WHEREAS, the CTRMA recognizes the importance of adopting and implementing an ethics and internal compliance program that addresses standards of conduct for CTRMA employees and ensures that such standards are effectively communicated and enforced; and

WHEREAS, in Resolution No. 08-27, dated May 28, 2008, the CTRMA adopted an Employee Handbook describing certain rights, benefits, and obligations of CTRMA employees and setting forth standards of conduct; and

WHEREAS, the CTRMA now desires to make certain amendments to the previously adopted CTRMA Employee Handbook as a matter of good public policy and for the purpose of ensuring that that the CTRMA's ethics and compliance program, as reflected in the CTRMA Employee Handbook, meets the requirements set forth in 43 Tex. Admin. Code § 1.8; and

WHEREAS, the CTRMA is committed to ensuring that the Authority's compliance standards and procedures are effectively communicated to CTRMA employees and agents and are consistently enforced and that the Board of Directors receives appropriate information on ethics and internal compliance issues.

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

BE IT FURTHER RESOLVED, that the CTRMA Employee Handbook may be further amended from time to time at the discretion of the Board of Directors of the CTRMA; and


BE IT FURTHER RESOLVED, that the Executive Director is directed to take such steps as may be necessary to effectively communicate the CTRMA's ethics and compliance program to CTRMA employees and agents and to enforce the requirements of the program; and


BE IT FURTHER RESOLVED, that CTRMA staff shall develop and implement a program to provide information on ethics and internal compliance issues to members of the Authority's Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November, 2009.

Submitted and reviewed by:

Approved:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-78  
Date Passed: 11/18/09

**ATTACHMENT "A"**  
**RESOLUTION NO. 09-78**  
**AMENDMENTS TO CTRMA EMPLOYEE HANDBOOK**  
**TxDOT INTERNAL COMPLIANCE POLICY**  
**STANDARDS**





Central Texas Regional  
Mobility Authority

# Employee Handbook

~~June 1, 2008~~ November 18, 2009

# EMPLOYEE HANDBOOK

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**EMPLOYEE PERFORMANCE AND CONDUCT**

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- | Weapons & Violence in Workplace Policy
- | Investigation, Privacy and Searches Policy

**EMPLOYEE RECORDS &  
TERMINATION OF EMPLOYMENT**

- | Employee Records
- | Leaving Employment with The Central Texas Regional Mobility Authority

**EMPLOYEE ACKNOWLEDGEMENT & AGREEMENT**

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## **INTRODUCTION**

## **ABOUT THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

The Central Texas Regional Mobility Authority was created as a result of public statute. In 2001, the 77<sup>th</sup> Texas State Legislature passed Senate Bill 342, which authorized the creation of Regional Mobility Authorities ("RMA's") to construct, operate and maintain turnpike projects in the state.

In 2002, Travis and Williamson Counties jointly filed a petition with the Texas Transportation Commission to form the Central Texas Regional Mobility Authority ("CTRMA"). The petition was approved in October 2002. In its petition, the CTRMA identified the 183-A Turnpike in Williamson County and SH-45 in Travis County as its first projects, along with several other potential projects.

The CTRMA was initially funded by contributions from each of the counties. Thereafter, the CTRMA will derive its funding from toll revenues. It works closely with the Texas Department of Transportation ("TXDOT") and the Capital Area Metropolitan Planning Organization ("CAMPO"), which is the planning organization for Williamson, County and Hays Counties.

The CTRMA is governed by a Board of Directors (the "Board"), consisting of seven (7) members, three (3) of whom are appointed by each of the Counties, and one (1) of whom (the presiding officer) is appointed by the Governor. The first meeting of the Board of Directors took place on January 2003, with Robert E. (Bob) Tesch as the first presiding officer, appointed by Governor Rick Perry.

The Board has the ultimate decision-making authority and responsibility for directing and controlling the affairs of the CTRMA. In addition, the Board is responsible for the establishment of policies that direct the operations, management, and overall implementation of the CTRMA's Strategic Plan.

The Central Texas Regional Mobility Authority is proud to be the first RMA formed in the State of Texas and to serve as a model for others that have followed, including the Alamo RMA (Bexar County), Grayson County RMA, Northeast Texas RMA (Smith and Gregg Counties), and the Cameron County RMA.

## Purpose & Scope of Employee Handbook

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### POLICY

The Central Texas Regional Mobility Authority (hereinafter referred to as the "CTRMA" or the "Agency") provides this Employee Handbook (the "Handbook") to outline basic Agency policies, practices and procedures. The policies have been written to apply on an Agency-wide basis and will supersede and replace all prior published and unpublished policies and procedures of The Central Texas Regional Mobility Authority.

The Handbook contains general statements of Agency policy and provides general guidelines for procedures, conduct and performance. Since no set of policies can anticipate every possible circumstance or situation that may arise in the workplace, any interpretation or application of a policy, or any decision to deviate from a policy, will be made at the sole discretion and judgment of management.

This Handbook does not represent an express or implied contract, promise or agreement of employment. Neither the Handbook nor any policy contained herein can alter the employment-at-will relationship in any way. This means that both the employee and the Agency retain the right to terminate the employment relationship at any time and for any reason. [For further information, please reference the Employment At Will Policy in this Handbook.]

In addition, no one other than the Executive Director and/or Board of Directors of The Central Texas Regional Mobility Authority may alter or modify any of the policies in this Handbook, including the Employment At Will Policy. Any alteration or modification must be in writing, executed by both parties. Any oral representations to the contrary of a policy statement or contrary to the at-will employment status are not binding on the part of The Central Texas Regional Mobility Authority, its officers, or its management.

The Human Resources Manager will be responsible for maintenance and distribution of this Handbook. Each employee will be responsible for signing and returning to management an acknowledgement stating that he/she has read the Agency policies and procedures contained in this Handbook and agrees to abide by them.

Should an employee have a question concerning a policy contained in the Handbook, he/she is encouraged to consult a manager. Specific questions involving the interpretation or application of a policy should be referred to the Human Resources Manager.

The Agency reserves the right to modify, add or rescind policies in the Handbook at any time, at its sole discretion, with or without prior notice.

## **The Central Texas Regional Mobility Authority Mission, Vision and Values**

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### **Our Mission**

The mission of the Central Texas Regional Mobility Authority is to expeditiously provide innovative, regional solutions to congestion problems while enhancing the economic vitality and quality of life in the Central Texas region.

To accomplish our mission, the Central Texas Regional Mobility Authority has developed a 5-year plan for the Agency. It includes the following:

- Provide Expertise in the Development of Solutions to our Region's mobility challenges
- Deliver Mobility projects expeditiously
- New Economic development opportunities
- Identify Financial Alternatives
- Organizational transparency and efficiency

### **Our Vision**

The Central Texas Regional Mobility Authority is committed to an open and transparent government organization staffed by experts who are purposefully working cooperatively with key stakeholder groups in the community.

## Role of Management

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### POLICY

The Agency's management considers it a privilege to lead The Central Texas Regional Mobility Authority. We are here to serve our customers and we are here to support our employees, so that they can grow and develop to their full potential.

The primary role of management at The Central Texas Regional Mobility Authority is to sustain a consistently high level of customer satisfaction and to attract, inspire, develop and retain top-flight talent in the organization, in alignment with the Agency's mission, vision and business objectives.

In addition, The Central Texas Regional Mobility Authority management is responsible for ensuring that employees carry out the Agency's mission and business objectives in a manner that is open, honest, effective and efficient, reflecting extraordinary customer service. Management is committed to maintaining high ethical standards among employees and is ultimately responsible for enforcing compliance with legal and ethical standards of conduct.

With respect to employment, management is responsible for creating strategy and structure within which employees can work effectively, while providing guidance and support to each individual at a level appropriate to his/her needs.

These practices, along with the Agency's comprehensive employee benefits program and its progressive, flexible policies, have established The Central Texas Regional Mobility Authority as both a leader in transportation management, and also an Employer of Choice.



## **EMPLOYMENT PRACTICES**

## Employment at Will

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### POLICY

Employment with The Central Texas Regional Mobility Authority is considered "at will," except where employment may be covered by a specific, written employment contract that is executed by both the employee and the Executive Director and/or Board of Directors of The Central Texas Regional Mobility Authority. This means that both the employee and the Agency have a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party. Thus, an employee may resign for any reason and at any time. Similarly, the Agency may choose to terminate employment at any time, for any reason, with or without advance notice and with or without cause.

This Handbook does not create a contract of employment or an implied contract of employment. No one at The Central Texas Regional Mobility Authority is authorized to verbally alter the employment-at-will status for any individual and no statements to the contrary can create an employment contract at The Central Texas Regional Mobility Authority.

Unless a written employment contract exists, signed by the employee, and the Executive Director and/or Board of Directors of The Central Texas Regional Mobility Authority, there is no contractual agreement between The Central Texas Regional Mobility Authority and any employee.

## Hiring/Promotion Practices

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### POLICY

The Central Texas Regional Mobility Authority is an equal opportunity employer. This means that decisions regarding the hiring, promotion and compensation of candidates and employees will be made without regard to race, color, religion, national origin, gender (including pregnancy), sexual orientation, age, disability or any other status protected by law.

Management will make decisions regarding the hiring, promotion and compensation of a candidate (whether internal or external) and employee solely upon the basis of the individual's work record, performance history and qualifications for the job for which he/she is being considered.

With respect to vacancies and promotional opportunities, the Agency will generally first consider interested and qualified internal candidates.

In no event shall the hiring or promotion of an employee be considered a contractual relationship between the employee and The Central Texas Regional Mobility Authority except where employment may be covered by a specific, written employment contract executed by the employee and the Executive Director and/or Board of Directors of The Central Texas Regional Mobility Authority. Therefore, employment is at will. This means that employees may resign from the Agency at any time for any reason, and the Agency may terminate employment at any time, for any reason, with or without advance notice and with or without cause.

In order to ensure that qualified candidates are selected for all positions, the Agency will utilize any and all available resources, as it deems appropriate.

Vacancies posted internally within The Central Texas Regional Mobility Authority generally will be communicated via the CTRMA website ([www.CTRMA.org](http://www.CTRMA.org)). Applications/resumes received from employees in response to internally posted jobs will be retained until the position is filled.

Vacancies posted externally of The Central Texas Regional Mobility Authority generally will be communicated via external advertisement and via the CTRMA website ([www.CTRMA.org](http://www.CTRMA.org)). Applications/resumes received from candidates in response to externally posted vacancies will be retained for one (1) year from the date of posting.

## Equal Employment Opportunity

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### POLICY

The Central Texas Regional Mobility Authority is an Equal Opportunity Employer and is committed to the principles of equal employment opportunity.

All employment decisions, including but not limited to decisions regarding: recruitment, selection, hiring, compensation, benefits, training, advancement, discipline, discharge, reduction in force, and other terms, conditions and privileges of employment, are based on individual qualifications, without regard to race, color, religion, national origin, gender (including pregnancy), sexual orientation, age, disability or any other status protected by law.

The Central Texas Regional Mobility Authority shall make reasonable accommodations for qualified individuals with disabilities, if it can do so without enduring an undue hardship.

## Employment Status and Classification

~~June 1, 2008~~ November 18, 2009

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### POLICY

The Central Texas Regional Mobility Authority defines employment status and classification for purposes of benefits administration, pay administration and compliance with the Fair Labor Standards Act (FLSA).

### Definitions – Employment Status

Employment status will be communicated at the time of hire or assignment. Status will be determined according to the following definitions:

- **Full-time regular employee**

A full-time regular employee is an employee who is regularly scheduled to work at least 40 hours per work week for an indefinite period of time. For purposes of benefits eligibility, a full-time employee must be regularly scheduled to work 32 hours per work week.

- **Part-time regular employee**

A part-time regular employee is an employee who: (1) is hired to work for an indefinite period of time; and (2) is scheduled to work 30 or less hours per work week on a regularly scheduled basis.

Part-time regular employees are not eligible for Agency benefits, other than Worker's Compensation Insurance and FICA (Social Security and Medicare tax and participation in the TCDRS).

- **Intern**

An intern is an employee who generally: (1) is hired to work for a defined period of time, usually coinciding with the college semester; and (2) may work from 10-30 hours per work week, depending on business needs, the intern's college schedule, and other factors.

Interns are not eligible for Agency benefits, other than Worker's Compensation Insurance and FICA (Social Security and Medicare tax).

- **Temporaries and Independent contractors**

**Temporaries** are individuals paid on an hourly basis by a temporary services agency, consulting firm, or professional services firm, and are referred to The Central Texas Regional Mobility Authority to complete a specific task within a defined time period.



## Employment Status and Classification

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**Independent contractors/consultants** are individuals who possess specialized expertise and are retained by the Agency to complete a specific project within a defined time period.

Neither a temporary nor an independent contractor is considered an employee of The Central Texas Regional Mobility Authority. Because temporaries and independent contractors are not employees of the Central Texas Regional Mobility Authority, they are not eligible for any Agency benefits.

### Definitions – Employment Classification

Each employee of the Central Texas Regional Mobility Authority will be classified according to the Wage and Hour provisions of the Fair Labor Standards Act (FLSA), which specifies that certain jobs are exempt from mandatory overtime payments.

Employees are reminded that exemption status is defined by the nature, type and scope of duties involved in the job, not by job title or by the individual.

- **Non-exempt**  
An employee who is eligible for mandatory overtime payments under the law is classified as non-exempt.
- **Exempt**  
An employee who is exempt from mandatory overtime payments under the law is classified as exempt.

The exemption status of each employee will be communicated to him/her at the time of hire, transfer and/or promotion.

## Transfer/Change in Position

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### POLICY

The Agency, at its discretion, may initiate or approve employee job transfers from one job to another if such a transfer is consistent with the business and operating goals of the Agency.

### PROCEDURES

Generally, an employee must remain in his/her position for a minimum of six (6) months before requesting or applying for a transfer to another position. Exceptions may be permitted when: (1.) the managers of both the receiving and transferring departments approve the employee's transfer; and (2.) there is no disruption of normal business activities or customer service.

The Central Texas Regional Mobility Authority retains complete discretion in handling employee job transfers. Acceptable reasons for transfer may include, but are not necessarily limited to: increased career opportunities, employee request, changes in the business, fluctuations in workloads, better utilization of personnel, and employee preferences.

Job transfers may or may not include an adjustment in pay, regardless of whether the job requires more effort or additional responsibilities. The Central Texas Regional Mobility Authority will make such a determination after carefully evaluating both jobs and the individual circumstances of the transfer situation.

Temporary transfers may be considered if circumstances necessitate.



## **TIMEKEEPING AND PAY PRACTICES**

## Hours of Operation

~~June 1, 2008~~ November 18, 2009

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### POLICY

The Central Texas Regional Mobility Authority has established the time and duration of working hours in order to ensure that the Agency functions at an optimal level of effectiveness, efficiency and responsiveness to customers' needs.

### PROCEDURES

Guidelines and provisions for The Central Texas Regional Mobility Authority's work week include the following:

- The Central Texas Regional Mobility Authority's normal business hours are 8:00 am to 5:00 pm. Employees are expected to be physically present in the office during the core hours of 10:00am to 3:00 pm. However, there may be deviations from these hours depending on The Central Texas Regional Mobility Authority's specific business and operating needs
- The work week is Monday through Sunday. The normal work week for full-time non-exempt employees consists of 40 hours.
- Management will approve each employee's schedule and monitor each employee's compliance with the work schedule, in order to ensure effective operations. Deviations from the employee's work schedule or deviations from this policy must be approved in advance by the employee's manager.
- Employees are expected to arrive for work in a timely manner and to leave work when duties are completed, in accordance with their assigned work schedules.
- For each eight (8) hour shift worked, there will normally be a lunch/rest break. However, there may be deviations from this schedule depending on The Central Texas Regional Mobility Authority's specific business and operating needs.
- In scheduling employees' hours of work, primary consideration will be given to customer service needs and the needs of business, as deemed appropriate by management.
- Occasionally, work schedules may be changed to meet the operational and service requirements of The Central Texas Regional Mobility Authority. Work schedules are assigned at the discretion of management.

## Timekeeping and Pay Procedures

~~June 1, 2008~~ November 18, 2009

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority to pay employees according to a regular schedule, which will be conspicuously posted in work areas. Payment is made either by check or by direct deposit, in accordance with any applicable laws and regulations.

### PROCEDURES

#### Timekeeping

Non-exempt employees are responsible for keeping a written record of the hours worked each day. Non-exempt employees should round their work hours to the nearest quarter hour (0.25).

Exempt employees are responsible for keeping a written weekly record of vacation time or other time off used (Exception Report). Exempt employees should not submit any other time records. All exempt employees must submit a timesheet/exception report to payroll by 5:00 p.m. on the Friday preceding the pay date in order to receive a paycheck in a timely manner on the following Friday.

An employee who makes an error in the recording of time shall immediately bring this error to the attention of his/her manager at the time the error is discovered. All time record corrections must be approved by the manager and recorded by the employee at the time the error is discovered.

Any employee who records another employee's time, has another employee record his/her time, or falsifies and/or tampers with any time keeping records or device will be subject to disciplinary action, up to and including termination of employment.

#### Pay Periods and Pay Dates

Employees are paid on a bi-weekly basis (every other Friday), one week in arrears. If the pay date falls on a holiday, paychecks will be available on the preceding day.

#### Rest/Meal Breaks

Generally, employees of The Central Texas Regional Mobility Authority will receive a 30-minute or one-hour unpaid rest/meal break each work day, depending on business and customer service needs.

## Timekeeping and Pay Procedures

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Non-exempt employees must note on their written time sheets all time worked and any rest/meal break of 30 minutes or more. Rest/meal breaks of 30 minutes or more will be considered unpaid time.

Non-exempt employees are also reminded that unpaid meal/rest breaks must be spent free of work responsibilities such as paperwork, answering telephones, etc. Therefore, non-exempt employees should take unpaid breaks away from their general working areas and customer contact areas.

### Overtime/Compensatory Time

In accordance with the Fair Labor Standards Act, overtime is defined as any time worked by a non-exempt employee in excess of 40 hours in a work week. Overtime is based on the total number of hours worked during the work week, not on the number of hours worked per day.

Managers may schedule overtime work from time to time, as it is deemed necessary. In accordance with Texas law, non-exempt employees who work overtime will accrue compensatory time at a rate of 1.5 hours for each 1.00 hour of overtime worked in a work week. Employees are encouraged to work closely with their managers in order to use compensatory time within two weeks of earning it.

Non-exempt employees may accrue up to a total of 40 hours of compensatory time. After this point, further compensatory time accruals will cease, and overtime payment of one and one-half (1.5) times the employee's base rate of pay will be made for any hours worked in excess of 40 in a work week. No further compensatory time will accrue until the employee reduces the amount of accrued compensatory time to below 80 hours.

Compensatory time will not carry over from one calendar year to the next.

Vacation time, personal time and holiday time will be counted as time worked for purposes of determining whether overtime compensation is due. Sick time, civic duty leave and bereavement leave will not be counted as time worked for purposes of determining whether overtime compensation is due.

Non-exempt employees who work overtime must report the amount of overtime on their timesheets so that it can be properly converted to and recorded as compensatory time. Non-exempt employees are not permitted to work overtime without the prior approval of their manager. Non-exempt employees who work overtime without authorization, or who fail to report overtime worked, will be subject to corrective action, up to and including termination of employment.



## Timekeeping and Pay Procedures

~~June 1, 2008~~ November 18, 2009

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Employees are reminded that overtime must be spent on legitimate, work-related activities that have been pre-approved by the manager.

Exempt employees are generally not eligible for overtime or compensatory time and are paid a salary for all hours worked in a week.

### Time Off in Work Week

A non-exempt employee may occasionally need to take excused time off during the work week for personal, family, illness or other reasons, but may wish to avoid using vacation time. In these circumstances, managers may, at their discretion, allow non-exempt employees to use accrued eligible compensatory time (if available) or to "make up" the amount of excused time off.

With respect to "make-up" time, the following restrictions will apply:

- Make up time will be permitted only during the same pay period worked in which the excused time off occurred. It may not be carried over to subsequent weeks.
- Make up time must be spent on legitimate, work-related activities that have been pre-approved by the employee's manager.

Similarly, a non-exempt employee may accumulate 40 hours worked before the end of the work week. In these circumstances, the employee's manager may ask him/her to take time off work or to leave work early, so that the employee's worked hours do not exceed 40 in the week.

### Seminars, Conferences and other non-standard Activities

The following activities will be considered hours worked if approved in advance by the employee's manager:

- Employee attendance at approved business/professional seminars and meetings;
- Employee attendance at required or otherwise pre-approved training;
- Required travel from one location to another during the work day; and
- Work-related travel to another town/city, when the period of travel takes place during the non-exempt employee's normal work hours, regardless of the day of the week in which the travel occurs.

### Relation of Overtime to Paid Time Off

Holiday time, vacation time and personal time will be counted as time worked for the purpose of calculating overtime.

Sick time, civic duty leave and bereavement leave will not be counted as time worked for purposes of determining whether overtime compensation is due.

## Timekeeping and Pay Procedures

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### Mandatory Deductions From Paycheck

The Agency is required by law to make certain deductions from employee paychecks. Among these are federal income taxes and contribution to Social Security, as required by law. These deductions will be itemized on employee check stubs.

Whenever the Agency is ordered to make any other mandatory deductions, such as court ordered garnishments, from an employee's paycheck, Accounting or Human Resources will generally notify the employee. [For more information on garnishments from paychecks, please reference the Special Pay Practices Policy in this Handbook.]

### Other Deductions

The Agency reserves the right to make deductions and/or withhold compensation from an employee's paycheck as long as such action complies with applicable state and federal law. In addition, employees may be permitted to authorize the Agency to make additional deductions from their paychecks for extra income taxes, contributions to the 401(a) and 457 Retirement Savings Programs, or employee Insurance Benefits (if eligible). For more information, contact the Human Resources Manager.

The Agency also reserves the right to suspend an employee without pay for major infractions of Agency policy. Exempt employees will be suspended without pay in full-day increments only.

## Special Pay Practices

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to adhere to certain procedures with regard to call-in work time and Qualifying Domestic Support Orders ("QDSO's").

### Call-In Pay

Non-exempt employees who are called in to work on an unscheduled basis will be paid at the employee's regular rate (calculated on an hourly basis). If the employee has worked more than 40 hours in the work week, the unscheduled hours worked will be paid at 1.5 times the employee's regular hourly rate.

### Other Pay Practices

The Central Texas Regional Mobility Authority complies with state and federal laws/regulations regarding orders for mandatory deductions from employee pay, such as for garnishment or Qualifying Domestic Support Orders ("QDSO" or child support).

These orders generally require The Central Texas Regional Mobility Authority to withhold a pre-established amount from each one of the affected employee's paychecks, and to remit such payments directly to the agency that made the order. Consequently, The Central Texas Regional Mobility Authority cannot lawfully refuse to obey the order, nor to modify or defer the amounts of the deductions taken without written notice from the agency that made the order.

If an affected employee has a question about the payment schedule or amount of payment that has been ordered, he/she is advised to contact the agency that made the garnishment order.



## Absence/Tardiness

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### POLICY

It is the position of the Agency that regular attendance is important and that excessive absences or tardiness can have a serious effect on employee work performance. Therefore, employees should be prepared to begin work at the start of their assigned daily work hours, and to carry out their duties and responsibilities during assigned work hours.

### Absenteeism and Tardiness

From time to time, it may be necessary for an employee to be absent or late for work. If an employee is unable to report to work, or if he/she will arrive 15 minutes or more late, the employee must directly communicate with his/her manager as soon as practically possible. If an employee is physically unable to notify his/her manager because of an illness or emergency, the employee should have another person directly communicate with and notify the manager on his/her behalf.

If an employee fails to report to work for a scheduled shift without notification to the manager, then the employee may be subject to corrective action, up to and including termination of employment. If an employee is absent from work for three (3) consecutive days without notifying his/her supervisor, the employee will be considered to have abandoned his/her job and to have voluntarily resigned.

Personal business such as doctor appointments, dental appointments, school meetings, and other appointments should be scheduled, where possible, before or after the employee's assigned work hours. If such appointments cannot be scheduled outside of the employee's work hours, the employee should make every attempt to schedule them at the beginning or end of the work day, or adjoining his/her lunch break, in order to minimize disruption to work.

If an employee knows in advance that he/she will need to be absent, the employee is required to notify his/her manager as soon as possible to request this time off. In the case of an absence of more than four (4) consecutive days for medical reasons, the employee is required to provide a note from his/her healthcare provider, indicating that he/she is able to perform the essential functions of the job.

[For further important information on absences and tardiness, please reference the Leaves of Absence Policy in this Handbook.]

## **TIME OFF AND LEAVE POLICIES**

## Holiday Policy

~~June 1, 2008~~ November 18, 2009

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to give employees time off work to observe scheduled holidays.

### Eligibility

All full-time regular employees shall be paid for the following holidays.

New Year's Day  
Rev. Dr. Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day;  
Veteran's Day  
Thanksgiving and the day after  
Christmas Day and the day before or the day after

In addition, employees may choose to take one additional paid holiday (floating), for religious celebrations or otherwise.

In order to be eligible for holiday pay, an employee must normally work the scheduled work day immediately preceding the holiday and the scheduled work day immediately following the holiday.

Part-time employees, temporaries, interns and independent contractors are not eligible to receive holiday pay.

## Holiday Policy

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### Holiday Pay Rate

For full-time regular employees, holiday pay shall normally be equivalent to one (1) regular shift at the employee's base rate of pay.

Holiday pay will be counted as time worked for the purpose of calculating overtime.

### Holidays Not Scheduled by Agency

Employees may wish to observe days of worship or commemoration other than those observed by the Agency. Employees wishing to take additional days off for this purpose may do so with their manager's approval, provided their absence will not seriously hinder the operation of their department. Employees should request vacation time on such occasions, or they may take an unpaid, excused absence with the approval of their supervisor.

### Holiday Pay at Termination

An employee who separates from the Agency for any reason will not be paid for any unused holidays.

## Vacation and Personal Time Policy

~~June 1, 2008~~ November 18, 2009

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to provide full-time regular employees time away from work for rest and relaxation, or for family/personal business, as staffing and customer needs permit.

### Vacation and Personal Time Eligibility

Full-time regular employees are eligible for vacation and personal time.

Vacation time will be available for use at the beginning of the calendar year, but will accrue each month. Personal time will be granted at the beginning of each calendar year.

Employees must successfully complete 90 days of employment before being eligible to take vacation or personal time off.

Requests for vacation are subject to the approval of the employee's manager, and will be evaluated in light of business conditions, customer service needs and staffing schedules.

### Annual Vacation Accrual

Vacation time is accrued on a per-pay-period basis, according to following schedule unless an alternative agreement exists between an employee and the CTRMA. The accrual rate for annual leave, the maximum amount of accrued annual leave that an employee may carry over from one leave year (January 1 – December 31) to the next, and the maximum amount of annual leave payable upon separation from service are determined as shown in the following chart.

Completed Yrs. of Svc.	Accrual Rate/Pay Period	Annual Accrual	Maximum Carryover	Maximum Payment
0 – 2 yr.	3.08 hours	80 hours	180 hours	180 hours
3 – 4 yrs.	3.70 hours	96 hours	240 hours	240 hours
5 – 9 yrs.	4.62 hours	120 hours	264 hours	264 hours
10+ yrs.	6.16 hours	160 hours	384 hours	336 hours

If the employee terminates employment with a negative vacation time balance, any used vacation time in excess of his/her earned accrual will be deducted from the employee's final paycheck.

**Annual Personal Time Grant**

Full-time employees will receive three (3) personal days each calendar year, which can be used in increments of four (4) hours at a time. Personal days can be used for leisure/vacation time, personal business, children's school activities, parent-teacher conferences, household/domestic emergencies, etc., subject to the approval of the employee's manager. During the first year of employment, the number of personal days granted will be pro-rated, based on the date of hire.

## Vacation and Personal Time Policy

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All personal days are to be used in the calendar year in which they are granted. Otherwise, any/all remaining personal days will be rolled over to the following calendar year as vacation leave.

### Vacation and Personal Time Reporting

- Employees will generally not receive pay for vacation or personal time in lieu of time off.
- Non-exempt employees must record on their time sheets vacation and personal time taken in increments of one hour or more for the appropriate pay period.
- Exempt employees must record vacation and personal time taken in increments of one full day on an exception report for the appropriate pay period.

### Vacation and Personal Time Pay Rate

Vacation and personal time will be paid at the employee's base rate, excluding overtime and bonus. Vacation and personal time will be counted as time worked for the purpose of calculating overtime.

### Holiday During Vacation and Personal Time

In the event that an Agency-scheduled holiday occurs during the employee's scheduled vacation or personal time, the employee will be paid for the holiday, and vacation or personal time will not be charged for that day.

### Termination

An employee who separates from the Agency will be paid for any unused, accrued, eligible vacation time.

An employee who separates from the Agency for any reason will not be paid for any unused, accrued, eligible personal days/time

## Sick Time Policy

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### POLICY

It is the policy of the CTRMA to provide full-time employees time off in the event of illness, and for medically-related appointments and treatments.

This policy will apply to the illness of the employee, spouse, child, domestic partner, or other family member who lives in the employee's home.

### Definitions

For purposes of this policy, definitions follow:

- A "child" is defined as a natural child, adopted child, foster child or step-child.

### Eligibility

Full-time regular employees are eligible for sick time.

Sick time will be available for use at the beginning of the calendar year, but will accrue each pay period.

Employees must successfully complete 90 days of employment before being eligible to take paid sick time off.

Sick leave may only be used for sickness and medical and dental appointments of the employee, or for the employee's immediate family (family members as defined in the Family and Medical Leave Act policy); or for paid leave under the Family and Medical Leave Act. It is not an alternative form of vacation leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

### Accrual

Sick time will accrue at the rate of 4 hours per pay period. Sick leave hours will be accrued on the payroll system.

Paid sick leave is cumulative up to sixty days (480 hours).

If the employee terminates employment with a sick time balance, any used sick time in excess of his/her earned accrual will be deducted from the employee's final paycheck.



## Sick Time Policy

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### Reporting

- Employees will not receive pay for sick time in lieu of time off.
- Non-exempt hourly employees will report sick time taken in increments of 0.25 hours on a time sheet for the appropriate pay period.
- Exempt employees must report sick time taken in increments of one full day or more on an exception report for the appropriate pay period.

### Sick Time Pay Rate

Sick time will be paid at the employee's base rate, excluding overtime and bonus. Sick time will not be counted as time worked for the purpose of calculating overtime compensation.

### Leave of Absence

If an employee is on an approved leave of absence without pay, the sick time accrual rate will be prorated based on the leave date and/or number of hours worked.

### Termination

An employee who separates from the Agency for any reason will not be paid for unused accrued sick time.

## Bereavement Leave

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to provide employees paid time away from work in the event of the death of an immediate family member or domestic partner.

### Definitions

For purposes of this policy, definitions follow:

- An "immediate family member" is defined as spouse, parent, person who legally served as parent, sibling, grandparent, grandchild (whether natural relative, step-relative, or in-law relative), child (whether natural child, adopted child, foster child or step-child), aunt, uncle, or other relative who lives in the employee's home.

### Eligibility

A full-time regular employee experiencing the death of an immediate family member will be eligible to take paid bereavement leave. Leave for the death of a person other than an "immediate family member" (as defined herein) is at the discretion of the Executive Director.

### Duration

Paid bereavement leave will be granted for a maximum of three (3) workdays for an immediate family member. If granted by the manager, leave for the death of a person other than an immediate family member is limited to one day per calendar year. Vacation time or unpaid personal leave may also be used to supplement bereavement leave, subject to the prior approval of the Executive Director.

### Pay During Bereavement Leave

Pay during bereavement leave will be calculated at the employee's regular base rate of pay.

### PROCEDURES

The employee must notify the supervisor as soon as possible when bereavement leave is required. The leave time is to be documented on the applicable time reporting system.

## Civic Duty Leave

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to provide employees time away from work for certain civic obligations, including voting, jury duty, and appearing in court or before other constituted authorities as a witness.

### Definitions

For purposes of this policy, definitions follow:

- "Voting" refers to the time required for employees to participate in elections.
- "Jury duty" refers to any period of time that an employee is summoned to serve as a member of an empanelled jury.
- "Witness service" refers to an appearance in court or before other constituted authorities as a witness.
- "Constituted authorities" refers to the employee's appearance before a lawfully constituted legal authority.

### Eligibility

All full-time regular employees are eligible for paid civic duty leave.

An employee's appearance as a defendant in a criminal matter is not covered by this policy and is not eligible for civic duty leave/pay.

### Substantiation

An employee requesting paid civic duty leave must provide documentation of having been called for and/or served on a jury, as a witness, or before a lawfully constituted authority.

If an employee's work schedule and the election's polling hours are insufficient to allow the employee to vote, the supervisor may adjust scheduling and/or allow adequate paid time for the purpose of voting.

### Pay During Civic Duty Leave

Employees who are eligible for paid jury duty leave will be paid at the regular base rate of pay for all work hours missed due to jury or civic duty for a maximum period of 40 hours. An extension of this time must have approval of the Executive Director.

## Policy on Family and Medical Leave (FMLA)

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### POLICY

The Central Texas Regional Mobility Authority recognizes that it is important for employees to have leave for serious medical conditions, to participate in early child rearing, and to care for family members who have serious health conditions. Accordingly, as required by law, the Agency will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy.

### Definitions

For purposes of this policy, definitions of "family members" follow:

- A "child" is defined as a natural child, adopted child, foster child or step-child.
- A "parent" is defined as a mother or father (whether natural relative, step-relative, or in-law relative), or person who legally served as mother or father.

### Eligibility

In order to be eligible to take family or medical leave, an employee must be employed by the Agency for at least twelve (12) months, and must have worked at least 1,250 hours in the immediate past year before the date of the requested leave.

### Entitlement to Leave

Eligible employees shall be entitled to take up to twelve (12) weeks of unpaid FMLA leave in a twelve (12) month period for any of the following reasons:

- To care for a newborn child;
- For the placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, parent, of the employee who has a serious health condition; or
- Because of the employee's own serious health condition.

An employee's annual twelve week entitlement to FMLA leave will be calculated using a rolling calendar method. This means that the CTRMA will measure backward twelve (12) months from the date the employee uses FMLA leave to determine the amount of leave to which the employee may be entitled, up to a maximum of twelve (12) weeks in any twelve (12) month period.

For those employees requesting leave to care for a family member (as outlined above) with a serious health condition, the CTRMA may require the employee to submit substantiation of the relationship.

## Policy on Family and Medical Leave (FMLA)

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### Employee Benefits

Employees will continue to accrue seniority during an FMLA leave. Employees will not continue to accrue vacation time or sick time during an unpaid FMLA leave.

### Group Health Benefits

If an employee takes FMLA leave in accordance with this policy, and if the employee participates in the CTRMA's group health insurance plan, he/she shall be entitled to continue benefits during the leave under the Agency's group health insurance plan by paying the regular employee portion of the monthly premium(s), provided that the employee was eligible for the group health insurance plan prior to requesting the FMLA leave.

The employee will also be entitled to continue any other group welfare benefits in which the employee was a participant prior to the commencement of his/her FMLA leave by paying the regular portion of the monthly premium(s) for any covered spouse's and/or child(ren)'s participation in such benefit plans.

### Relationship to Sick Leave and Vacation

FMLA leave will fully coordinate with the CTRMA's sick time policies. This means that when an employee takes FMLA leave, the employee must use any accrued, eligible sick time and vacation time, until all such accruals are exhausted. Thereafter, any portion of the FMLA that is not covered by the employee's use of accrued, eligible sick time and/or vacation time will be unpaid.

If an eligible employee takes a leave of absence that would otherwise qualify as FMLA leave, the CTRMA may, in its discretion, classify the leave of absence as an FMLA leave of absence.

### Notification

When the need to take FMLA leave is reasonably foreseeable, the employee must provide the CTRMA with at least thirty (30) days advance notice of his/her intention to request FMLA leave.

In circumstances in which the need to take FMLA leave is not reasonably foreseeable, the CTRMA requires that the employee provide as much advance notice as possible under the circumstances.

### Certification of Health Condition

If an employee requests FMLA leave based upon his/her own serious health condition, or the serious health condition of a spouse, child, parent, or domestic partner, the CTRMA may require,

## Policy on Family and Medical Leave (FMLA)

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in its discretion, that the employee submit a medical certification, in a form approved by the Agency, which must be completed by the employee's or family member's health care provider, as appropriate, regarding the serious health condition. In addition, the CTRMA may require the employee to submit periodic re-certification of the serious health condition. These re-certifications may be required every thirty (30) days or until the minimum duration of the previous certification has elapsed, whichever period is longer.

Any medical certification must be returned by the employee within fifteen (15) days or the CTRMA may delay the commencement or continuation of the FMLA leave until the certification is submitted.

The CTRMA reserves the right to require an employee to obtain the opinion of a second health care provider, at the Agency's expense, with respect to any medical certification. In addition, if there is a conflict between the employee's medical certification and the opinion of a second health care provider, the CTRMA reserves the right to require a third opinion, at the Agency's expense, by a health care provider chosen jointly by the employee and the CTRMA. The opinion of the third, jointly-chosen health care provider shall be binding on the part of both the employee and the Agency.

### Status Reports

An employee will be required to contact his/her supervisor every two (2) weeks to report on his/her status and intent to return to work. Additionally, if the employee is able to return to work earlier than anticipated, the employee is required to provide the CTRMA notice within two (2) business days of the revised date of return.

### Intermittent Leave

Under certain limited circumstances, an employee may be entitled to take FMLA leave on an intermittent or reduced schedule basis, when such leave is based upon his/her own serious medical condition, or the serious medical condition of a spouse, child, parent, or domestic partner. However, intermittent medical leave will be authorized only if intermittent leave is medically necessary as a result of the serious health condition.

The CTRMA reserves the right to temporarily transfer an employee requesting intermittent or reduced schedule leave to an alternative position which better accommodates the recurring periods of leave, with no decrease in pay or benefits.

### Restoration to Employment

An employee who takes FMLA leave in accordance with this policy shall have the right to return to the position he/she held prior to the leave or, in the discretion of the Agency, to an equivalent

position with the same pay, benefits and terms and conditions of employment. The CTRMA may require a fitness-for-duty medical certification that the employee is able to return to work.

### **Policy on Family and Medical Leave (FMLA)**

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In certain cases, "key employees" of the CTRMA may be denied restoration when the Agency determines that restoration will result in substantial and grievous economic harm to the CTRMA. A "key employee" is a salaried employee who is among the highest paid 10 percent of all the Agency's employees within 75 miles of the employee's worksite.

#### **Restoration to Employment**

An employee who takes FMLA leave in accordance with this policy shall have the right to return to the position he/she held prior to the leave or, in the discretion of the Agency, to an equivalent position with the same pay, benefits and terms and conditions of employment. The CTRMA may require a fitness-for-duty medical certification that the employee is able to return to work.

In certain cases, "key employees" of the CTRMA may be denied restoration when the Agency determines that restoration will result in substantial and grievous economic harm to the CTRMA. A "key employee" is a salaried employee who is among the highest paid 10 percent of all the Agency's employees within 75 miles of the employee's worksite.

#### **Failure to Return from FMLA Leave**

If an employee fails to return to work after taking FMLA leave, as permitted by law, the CTRMA shall be entitled to recover from the employee all insurance premiums paid on behalf of the employee during the FMLA leave, unless the employee's failure to return is for one of the following reasons:

- Continuation, recurrence or onset of a serious health condition which would qualify under this policy as family and medical leave; or
- Circumstances beyond the employee's control, as approved by the CTRMA.

#### **Non-discrimination/Non-retaliation**

The CTRMA will not interfere with, restrain or deny any employee's right to request FMLA leave in accordance with the terms and provisions of this policy. In addition, the CTRMA will not discriminate or retaliate against any employee for requesting FMLA leave, or for taking a FMLA leave, in accordance with this policy.

Employees who have questions regarding this policy or who have the need to apply for FMLA leave should contact Human Resources.

## Leaves of Absence – General Information

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority to comply with all local, state and federal laws regarding employee leaves of absence

Leaves of absence will be coordinated by the Human Resources Manager. Leaves of absence may be managed with the cooperation of internal/external resources, including but not limited to: the employee; his/her healthcare practitioner (if applicable and with the employee's consent); Agency medical advisors; and insurance companies, in conjunction with employer-sponsored health/medical plans.

### Military Leave

An employee who is called to military service or who receives orders for a military obligation such as training exercises, encampment, or deployment must notify his/her manager as soon as practically possible. In addition, the employee should complete a Leave Request Form so that arrangements can be made for a military leave of absence.

The Central Texas Regional Mobility Authority complies with all local, state and federal laws regarding military leaves of absence, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). For more information on military leaves of absence, employees should contact the Human Resources Manager.

### Administrative Separation

If an employee is on an approved military leave of absence that exceeds twelve (12) months, the employee will be administratively separated from the Agency. In this event, the employee may also be entitled to continue employee benefits or exercise conversion rights in accordance with USERRA, COBRA and/or the terms and provisions of the employee benefit plan documents.

Any employee of the Agency who has been on a non-military leave of absence and who has not performed any services for the Agency for any reason for a period of six (6) consecutive months shall be separated from active employment and considered administratively terminated. In this event, the employee may be entitled to continue employee benefits or exercise conversion rights in accordance with COBRA and/or the terms and provisions of the employee benefit plan documents.

An employee who is separated from employment with the Agency pursuant to this policy shall be eligible for rehire with the Agency, although re-employment cannot be guaranteed. The employee must submit an application for employment at the time he or she seeks to be re-employed, and will be considered along with other applicants, for any available position for which he or she is qualified.



**PERFORMANCE APPRAISAL  
AND SALARY ADMINISTRATION**

## Performance Management & Appraisal

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### POLICY

The Central Texas Regional Mobility Authority strives to regularly evaluate the job performance of each employee.

### PROCEDURES

Performance management and appraisal is a formal system for aligning employee objectives with the Agency's strategic business plan and goals, managing employee performance on an ongoing basis, and evaluating and developing in individual employees the skills, knowledge, and behaviors that support those objectives.

The Central Texas Regional Mobility Authority's performance management and appraisal system defines specific, measurable performance objectives for each job in the Agency. Employees are then evaluated against the objectives associated with their particular jobs.

The CTRMA's performance management and appraisal system has the following goals:

- To provide employees with a clear understanding of their performance objectives and how the objectives contribute to the Agency's business plans.
- To strive to conduct performance reviews and evaluations on a regular basis.
- To facilitate ongoing and candid feedback among employees and managers.
- To encourage and support employees in their efforts to continually improve and develop.

Employees may respond, in writing, to their written performance appraisal, at the time the performance appraisal is conducted, or within 30 (thirty) days thereafter. If submitted within this time frame, the employee's written response and comments will be added to his/her personnel file.

## Salary Administration

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority to provide equitable and competitive compensation for each employee, based on the individuals' position, job performance and contributions to the Agency.

### PROCEDURES

The Human Resources Manager of the CTRMA is responsible for developing, maintaining and updating a salary administration program which complies with Agency guidelines and which supports the Agency's mission, goals and objectives. The basis of the salary administration program is the evaluation of each position within the Agency.

The Human Resources Manager is also responsible for communicating the compensation plan and salary administration program to employees. Questions about the compensation plan and salary administration program should be directed to a manager or to the Human Resources Manager.

The Agency strives to regularly evaluate individual job performance, which is typically accomplished through the use of performance appraisals conducted by each employee's manager.

In determining a rating on the performance appraisal, the supervisor will take into consideration the following:

- The employee's achievement of individual goals and objectives against Agency standards/expectations for the position; and
- The employee's demonstrated application of the Agency's mission and values in his/her work.

**SAFETY, SECURITY AND  
EMERGENCY MANAGEMENT**

## Workplace Health, Safety and Security

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### POLICY

The Central Texas Regional Mobility Authority is committed to the safety, health and security of all employees in the workplace, and of all customers, including injury/accident prevention and security. The Agency complies with all regulations and rules of the Occupational Health and Safety Administration (OSHA) and other relevant government agencies. Maintaining a safe work environment, however, requires the continuous cooperation and effort of all employees.

Employees must immediately report any suspected unsafe conditions and all injuries that occur on the job. Employees will not be asked to perform any task which may present a health, safety or security risk. However, if an employee feels that a task may be dangerous, or if an employee is unsure of the safe way to perform a task, the employee should consult his/her manager.

As a condition of initial and continuing employment, each employee agrees to abide by the safety regulations and procedures in this policy.

### PROCEDURES

#### Agency Security

The CTRMA's security program was developed to ensure the protection of customers and their information, Agency assets, employees and visitors. Confidentiality and security are the main tenets of this program, and each has a significant impact in the planning of facilities and service operations.

Physical and electronic security measures are in place to control and monitor access to the CTRMA's premises. This includes, but is not limited to electronic access controls and video surveillance.

All Agency premises, with the exception of the lobby during normal business hours, are considered restricted. Employees and contractors are permitted access to specific areas in order to perform their job duties.

For security reasons, persons other than employees and customers are not allowed on the premises without permission of a manager or the Executive Director. All vendors must check in at the front reception desk. Visitors who are properly authorized to enter the premises for business reasons may be required to wear a visitor's identification badge and be accompanied by a Agency representative until their departure.

All employees serve an important role in ensuring effective security. If an employee notices any suspicious person or stranger on Agency premises, he/she should immediately notify the

Executive Director or his/her designee. Similarly, violations of this policy or concerns about this policy should be reported immediately to a manager or to the Executive Director.

## Workplace Health, Safety and Security

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### Workplace Safety Responsibilities

All employees have the following workplace safety responsibilities:

- To read and abide by all Agency safety policies and procedures.
- To perform job duties in a safe manner, using safe practices.
- To report any accidents to a manager, and to seek first aid, if necessary.
- To immediately report unsafe conditions, equipment or practices to a manager.
- To use all OSHA- or state-required Personal Protective Equipment (PPE) as indicated.
- To attend and participate in Agency safety meetings.
- To observe all hazard, warning and other posted signs.
- To keep aisles, walkways, hallways and working areas clear of slip and fall hazards.
- To operate only the equipment which the employee has been properly trained to use; and to observe safe operating procedures in the use of all equipment.
- To use proper lifting procedures at all times.

### Right to Know/Hazard Communication

Employees have the right to know about any hazardous chemicals that may be used in the workplace. A hazardous chemical is any chemical or mixture of chemicals that can cause injury and/or illness to employees. To learn more about a chemical, employees may consult two main sources of information: the label on the chemical; and the Material Safety Data Sheet (MSDS).

Reading the Label: All Agency employees are required to read and exactly follow the written instructions on the label of any chemical prior to using the chemical in the workplace. Labels explain how to handle and use the chemical safely, and the chemical's possible physical effects on people.

Consulting the Material Safety Data Sheets: MSDS sheets are technical bulletins that contain important information about chemicals used at the Central Texas Regional Mobility Authority. The MSDS sheets also provide emergency information. The sheets are retained on-site and are readily accessible to all employees in the Human Resources Department.

### Employee Workplace Injury or Illness

If an employee is injured and needs medical attention beyond basic first aid, then either the injured employee or a co-worker should contact an emergency response unit by dialing 911 from any Agency telephone.

## Workplace Health, Safety and Security

June 1, 2008/November 18, 2009

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Regardless of whether an injured employee requires only basic first aid or more extensive medical attention, the employee should notify his/her manager as soon as possible following any injury. The Texas State Workers' Compensation Act requires the employee to report any workplace injury requiring medical attention beyond basic first aid. In this case, the employee and manager must complete the Employee Report of Accident Form.

If an employee recognizes a potential safety hazard, has a workplace-related health and safety issue, or would like to make a safety suggestion, then this information should be shared immediately with a manager. OSHA also provides employees the right to know about any health hazards which might be present on the job.

### Customer Injury or Illness

If a customer experiences a minor illness or an injury, then the employee should offer assistance or support, such as a chair, towel, bandage or glass of water. After first acknowledging the customer, the employee should contact a manager for assistance and for any decisions regarding contacting emergency services.

If a customer experiences a serious or life-threatening illness or injury, then the employee should first dial 911 from any Agency telephone, and then contact a manager for assistance.

The employee should not treat or clean a customer's wounds or apply bandages to a customer's wounds, as this may expose the employee to blood-borne pathogens. Instead, the customer should assist him/herself with the treatment of any minor wounds until trained medical professionals arrive.

In either case, the employee and the manager shall make the injured customer's comfort their primary concern.

### Fire Prevention, Control and Safety

- **Fire Extinguishers**

Employees should be familiar with the location of the fire extinguisher(s) on Agency premises and make sure they are kept clear at all times. ABC-rated fire extinguishers can be used for paper, wood, or electrical fires. Employees should immediately notify a manager if an extinguisher is used or if the seal is broken.



## Workplace Health, Safety and Security

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- **Fires**

If an employee is aware of a fire, he/she should:

- If the fire is small and contained, locate the nearest fire extinguisher. (This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.)
  - Evacuate all employees and customers from the area.
  - If possible, immediately contact a member of management.
- If the fire is out of control, the employee should:
  - Dial 911 from any Agency telephone.
  - Evacuate all employees and customers from the area.
  - If possible, contact a member of management.
  - Make no attempt to fight the fire.
  - When the fire department arrives, direct the crew to the fire.
  - Do not re-enter the building until directed to do so by the fire department.

- **Emergency Evacuation**

If employees are advised to evacuate the building or buildings, they should:

- Stop all work immediately.
- Contact 911 or other emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors; exit quickly and orderly, but do not run.
- Do not stop for personal belongings.
- Proceed to the parking lot designated by management or emergency officials.
- Do not re-enter the building(s) until instructed to do so.

### Security - General Precautions

All employees should take responsibility for their personal security. Additionally, employees should take responsibility for the security of property (including personal, customer-owned, and Agency-owned property). The following are some helpful tips to ensure the security of persons and property.

- All employees are required to park in the area designated for employees. For safety reasons, employees should lock their cars every day and park within specified areas.
- If an employee should damage another car while parking or leaving, he/she should immediately report the incident to a manager, along with the license numbers of both vehicles and any other pertinent information.
- Please be advised that neither the CTRMA nor its management is responsible for any loss, theft or damage to employees' vehicles or vehicle contents.

## Workplace Health, Safety and Security

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- Employees should not bring to work large amounts of cash or other valuables, or leave them on the CTRMA premises. The Agency is not responsible for lost items.
- Items found on Agency premises or parking lots should be immediately presented to the building management, for placement into the "Lost and Found" area.
- Any cash and other property should be properly secured. If an employee is aware of cash or other property that is not securely stored, he/she should immediately inform the individual or a manager.
- Employees should ensure that all appropriate doors and equipment are locked and secured.
- Employees who leave the work premises after dark are advised to take another employee as an escort.
- When employees leave the CTRMA's premises, they are advised to be aware of their surroundings and have their vehicle keys in hand.
- Employees should immediately report any unusual or suspicious activities or persons in parking lots, in the buildings, or on Agency premises.
- Employees should never confront or attempt to restrain an individual who appears to be engaging in illegal activity in parking lots, parking garages, or in other areas owned, leased or under the management of the Central Texas Regional Mobility Authority. Instead, employees are advised to return to the building or leave the premises immediately, and then report the activity to management and/or law enforcement.
- Security Checks
  - Because we are concerned about all employees' and customers' safety and security, CTRMA's management reserves the right to inspect all unusual packages and parcels entering and leaving our premises.
  - Management will not inspect an employee's person, lunch pail, purse, backpack, briefcase, attaché or vehicle without the employee's consent. However, an employee's refusal to permit a search of his/her personal container(s) upon the request of management may result in corrective action, up to and including termination of employment.

### Violence or Threat of Violence

The CTRMA intends to create and sustain for its employees, customers and visitors a working environment which is free of workplace violence or the threat of violence.

Therefore, the Agency will assume and vigorously enforce a "zero tolerance" policy with respect to violence or threats of violence directed at any person. Prohibited behavior includes but is not limited to threatening language, whether verbal or written; threatening gestures, depictions or pictures; and/or actual violence of any kind directed at any individual.

A violation of this policy will be dealt with aggressively and, subject to investigation, may lead to corrective action up to and including termination of employment for a first offense.

## Workplace Health, Safety and Security

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### Weapons

The Central Texas Regional Mobility Authority strictly prohibits any person—whether employee, customer or visitor—from possessing, selling, distributing, concealing or transporting any weapon on Agency premises. This prohibition includes but is not limited to: handguns, firearms, knives, ammunition (whether live or spent), explosives, pepper spray or other incapacitating spray, or any other prohibited weapon of any kind, regardless of whether the person is licensed to carry the weapon or not. This prohibition also includes toy weapons and reproductions or replicas of weapons.

The only exception to this policy will be security guards, licensed law enforcement officials (e.g., police officers, peace officers, constables), or other persons who have been given written consent by the CTRMA to carry a weapon on the property.

Because of the potential for harm and serious injury, any employee violating this policy will be subject to disciplinary action up to and including termination of employment.

[For further information, please reference the Performance, Conduct and Corrective Action Policy in this Handbook]

### General Statement on Health, Safety and Security

The Central Texas Regional Mobility Authority strongly encourages employee participation and input on health, safety and security matters.

## **Inclement Weather/Emergency Conditions**

~~June 1, 2008~~ **November 18, 2009**

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### **POLICY**

On rare occasions, it may be necessary for the Central Texas Regional Mobility Authority to temporarily suspend operations out of concern for employee safety in inclement weather, power outage, or similar emergency situations.

### **PROCEDURES**

#### **Temporary Suspension of Operations**

Management will make the decision whether to temporarily suspend some or all Agency operations due to emergency conditions. The decision will be made based on consulting with: appropriate news agencies; weather forecasts; and local school districts, whose lead in inclement weather closures is normally followed by the Agency; and/or any other authorities that may be appropriate in the circumstances.

In the event that some or all of Agency operations are temporarily suspended due to emergency conditions, management will record a message for employees on the main telephone line.

In the event that some/all operations are suspended during the course of a work day that has already begun, management will inform affected employees and may dismiss them for the remainder of the day.

#### **Unable to Report due to Inclement Weather**

In the event that the Agency is open and operating normally, but an employee is unable to report to work due to inclement weather such as ice storm or snow storm, then the employee must notify his/her manager as soon as possible. In this case, the employee may use any accrued, eligible vacation or personal time for the missed day of work. Otherwise, the time off will be unpaid.

Employees are encouraged to consult with local weather forecasts and use common sense in determining whether they are able to report for work. The Agency does not encourage any employee to take unnecessary risks to his/her safety in order to report to work during severe weather situations.

## Inclement Weather/Emergency Conditions

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### Absence During Temporary Suspension of Operations

If an employee is absent from work due to illness on a day when operations are temporarily suspended, then the employee must use any eligible sick, vacation, or personal time for the entire day. Otherwise, the entire day off will be unpaid.

**EMPLOYEE PERFORMANCE  
AND CONDUCT**

## External Employment/Association

~~June 1, 2008~~ November 18, 2009

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### POLICY

The Central Texas Regional Mobility Authority requires that employee activities away from the job, including but not limited to other employment or association, must not conflict with or compromise the Agency's interests or reputation, or adversely affect employees' job performance or ability to fulfill all responsibilities to the Agency.

Employees are cautioned to consider carefully the demands that any additional employment will create. External employment will not be considered as a valid reason for declining job performance, absenteeism, tardiness, leaving early, refusal to travel, refusal to work overtime, or refusal to work a certain schedule. If external employment does cause or contribute to any of these situations, such employment must be discontinued. If necessary, corrective action may be taken to address such situations, up to and including termination.

Employees should not seek or undertake outside employment/association if such employment/association may:

- reduce the employee's efficiency or effectiveness in working for the Central Texas Regional Mobility Authority;
- involve working for an organization which is a competitor of the CTRMA or which does a significant amount of business with the Agency, such as contractors, suppliers or customers;
- adversely affect the employee's professional reputation or credibility in his/her work with the CTRMA; and/or
- adversely affect the CTRMA's image, reputation or ability to do business.

All employees are expressly prohibited from engaging in any activity or association that competes with the Central Texas Regional Mobility Authority or compromises its interests. This prohibition includes but is not limited to the performance on non-working time of any services that are normally performed by The Central Texas Regional Mobility Authority personnel, the unauthorized use of any Agency technology tools (including software), equipment, and systems and the unauthorized use or application of any confidential trade information or techniques.

In addition, employees are not to conduct during paid working time any outside employment or other activities unrelated to The Central Texas Regional Mobility Authority business.

## The Central Texas Regional Mobility Authority's Customer Service Commitment

~~June 1, 2008~~ November 18, 2009

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### POLICY

The Central Texas Regional Mobility Authority is committed to ensuring that all customers are satisfied with our facilities, our service, and our Agency. Consequently, we have adopted a set of standards with that we refer to as the Central Texas Regional Mobility Authority Service Commitment. All employees are expected to adhere to these standards in all their dealings with customers, the public and with one another.

### PROCEDURES

The Agency's Customer Service Excellence Commitment does not mean merely making customers satisfied. Instead, we believe that what differentiates excellent customer service is the focus on providing a uniquely positive, better-than-expected experience. It is providing customers with a sense that *they received better service than what they expected*.

The excellent quality experience of The Central Texas Regional Mobility Authority's customers not only encourages their continued business but also sustains the Agency's reputation in the marketplace and influences the community in which we work. This, in turn, allows the Agency to continue to prosper.



## Communication and Problem-Solving

~~June 1, 2008~~ November 18, 2009

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### POLICY

The Central Texas Regional Mobility Authority believes that open, candid and direct two-way communication is a necessity in our workplace. It not only sets the foundation for a pleasant work environment, but also enhances customer service, productivity, teamwork and employee development.

It is the policy of the Central Texas Regional Mobility Authority to retain an "open door" approach that welcomes and encourages one-on-one communication and problem solving in the workplace. This means that a manager and/or the Human Resources Manager will be available to any employee who wishes to discuss a workplace problem or concern. [For issues related to harassment, please follow the reporting procedures outline in the Agency's Workplace Harassment Policy.]

The open-door approach also means that we encourage employees to work directly with one another to resolve workplace problems, settle interpersonal conflicts, and offer constructive feedback. In addition, we encourage employees to be receptive to communication and feedback from one another.

### Open Door to Management

If an employee has a concern or question relating to a workplace issue; a management decision; or a Agency policy, procedure, method or process; then the employee should use the following procedures:

1. Discuss it openly—along with any suggestions he/she may have—with his/her direct manager.
2. If the employee has brought an issue to the attention of his/her direct manager but does not feel that an appropriate resolution has been reached, **OR**  
If the employee is uncomfortable discussing the matter with his/her manager, **THEN**  
The employee is encouraged to discuss it openly with another manager or with the Human Resources Manager.
3. If the employee has brought an issue to the attention of his/her manager, another manager, and/or the Human Resources Manager, but still does not feel that an appropriate resolution has been reached, then the employee is encouraged to discuss it openly with the Executive Director.

## Communication and Problem-Solving

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### Problem-Solving

If an employee experiences a problem, disagreement, or conflict with a co-worker, both parties are encouraged to work out the matter directly with one another, using the following guidelines.

- Ensure that both parties have "cooled off" before approaching one another. Taking up a conflict when angry usually doesn't produce good results.
- Treat one another with respect and courtesy.
- Allow each person to state his/her position and perspective and ideas, without interruption.
- Listen respectfully to and consider carefully the other person's position and perspective.
- Explore possible solutions, taking into account the perspective of each person. Include the possibility of compromise. Consider asking a third-party employee to confidentially assist by offering his/her perspective or ideas.
- Make an agreement with one another on how to proceed.
- Follow up to see how the solution is working.

If, after using these guidelines, the employees are unable to resolve a conflict, then one or both of the employee(s) should bring the matter to the attention of the manager. At this point, both employees should be prepared for the manager to:

- Ask each employee to explain what steps or action he/she has taken in an attempt to resolve the conflict; and
- Facilitate the same process as outlined above, in order to guide the parties as they resolve the conflict and/or decide on a solution.

Because positive work relations and teamwork are critical to the success of the Agency, any employee who consistently fails to use the problem-solving guidelines (as outlined in this policy) in a good-faith effort to resolve workplace problems or interpersonal conflicts between may be subject to corrective action, up to and including termination of employment.

### Feedback

The Central Texas Regional Mobility Authority believes that feedback—both positive and constructive—can be a powerful development tool for employees and managers. Therefore, we encourage employees at all levels in the Agency to offer sincere and appropriate feedback.

Employees are reminded that constructive feedback should be shared with another employee only in a confidential, respectful manner.

## Communication and Problem-Solving

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### Additional Information

Please note that while the Communication and Problem-Solving Policy should be used to address most workplace problems between employees, it is not intended to address situations in which illegal or unethical activity or a breach of fiduciary duty is suspected, or where there may be imminent harm to persons or property. If an employee suspects any of these activities, he/she should immediately report the matter to ~~a manager, the Human Resources Manager, the General Counsel or~~ the Executive Director. If the General Counsel becomes aware of a suspected legal or ethical violation or breach of fiduciary duty, he/she shall report evidence of the breach or violation to the Executive Director.

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The Executive Director shall respond to evidence of any suspected violation or breach by taking appropriate action, including adopting or enforcing appropriate remedial measures or sanctions. If, in the judgment of the General Counsel or the employee reporting the suspected violation or breach, the Executive Director fails to respond appropriately to a suspected violation or breach, or if the suspected violation or breach involves the Executive Director, the General Counsel or employee shall report the matter to the Chairman of the Board of Directors.

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Retaliation against an employee who reports a suspected legal or ethical violation or breach of fiduciary duty will not be tolerated.

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Likewise, this policy is not intended to address illegal workplace discrimination and harassment. If an employee feels that he/she has been or is being subjected to unlawful discrimination or harassment of any kind, he/she should immediately report the matter to any manager, the Human Resources Manager or the Executive Director.

[For more information and for specific procedures, please reference the Workplace Harassment Policy and Equal Employment Opportunity Policy in this Handbook.]

## Solicitation

~~June 1, 2008~~ November 18, 2009

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### POLICY

The orderly and efficient operation of the Central Texas Regional Mobility Authority's business requires certain restrictions on the solicitation of employees during work hours and in work areas. It also requires certain restrictions on the distribution of materials and information on the property or premises of the CTRMA.

### Definitions

For purposes of this policy, the term "soliciting" refers to activities which take place during work hours or in work areas, and are related to a third party Agency, group, or cause, whether the third party is for-profit or not-for-profit. Such activities include but are not limited to:

- Requesting donations.
- Requesting signatures, membership or other formal support or endorsement of a group or cause.
- Promoting products/services, circulating catalogs or brochures, or otherwise selling goods or services.
- Posting personal goods/services "for sale".
- Posting or circulating literature (in written or e-mail form) about a group, issue, cause.
- Leafleting or giving away literature (in written or e-mail form) about a group, issue or cause.

The terms "soliciting" and "distribution" do not refer to selected civic activities that may be selected and sponsored by the Agency.

### PROCEDURES

#### Solicitation and Distribution by Others

Third parties of any kind are prohibited from entering the Agency's premises, including parking lots, for the purpose of solicitation or distribution of literature at any time for any purpose.

#### Solicitation and Distribution by Employees

Employees of the CTRMA are prohibited from distributing or posting literature in work areas at all times for any purpose. If an employee wishes to post any material that is work-related or Agency-sponsored, then the material should be submitted to the Human Resources Manager for pre-approval.

## Solicitation

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In addition, employees of the CTRMA are prohibited from soliciting during work time or in work areas for any purpose other than Agency business or Agency-sponsored activities. Work time includes the time spent working by the soliciting employee and the employee who is being solicited.

This prohibition on employee solicitation does not include employees' lunch periods, breaks or personal time spent before or after work. Work areas do not include parking lots, restrooms, and refreshment/break areas.

### Use of Electronic Communications Systems

The CTRMA's electronic communications systems, including e-mail, are to be used for business purposes only. Employees are prohibited from using these systems for solicitation or distribution of literature at any time for any purpose.

### Employee Access to Agency Premises While Off-Duty

All employees who are off duty are prohibited from entering Agency work areas for any reason other than legitimate business purposes.

[For more information, please reference the Code of Conduct Policy in this Handbook.]

## Smoking

~~June 1, 2008~~ November 18, 2009

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### POLICY

In adherence to Travis County public ordinance, the Central Texas Regional Mobility Authority prohibits smoking in any enclosed space occupied by the Agency. This policy applies to all buildings, including but not limited to offices, whether owned or leased. This policy applies to anyone who is on Agency premises, including employees, customers, visitors and vendors. This policy is applicable at all times.

Smoking is permitted only in designated smoking area(s) on Agency property, and in closed motor vehicles when occupied by only one (1) employee or with the consent of all occupants.

Employees who use designated public smoking areas during working hours should adhere to the following guidelines:

- Consider the designated smoking area as public space, where conversations may be overheard by unauthorized individuals. Employees should refrain from discussion of other employees, work-related issues and customers.
- Smoking should never take place in front of customers, or in areas visible to customers.
- Smoking breaks should be reasonable in number and duration. Excessive or inappropriate use of smoking breaks may lead to corrective action.

## Personal Appearance

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority that an employee's attire and grooming should be appropriate to the work environment, to the level of direct customer and public interaction, and to the individual's job duties.

Employees of the CTRMA are expected at all times to exercise good judgment in their dress and grooming, and to project an appropriate professional image at all times while on Agency premises. All employees will be required to adhere to guidelines established for their individual work location and type of job.

### PROCEDURES

Professional dress at the CTRMA may be defined differently depending on many work-related factors. In addition, many positions at the Agency require the wearing of Agency-issued uniforms. For this reason, employees should consult with their manager to learn the dress guidelines specific to their job.

### Grooming

Visible tattoos, and facial or visible body piercing of any kind (other than piercing for earrings in the ear lobe) are prohibited in jobs that interact with members of the public, including customers.

### Prohibited Items

Some items are not appropriate for The Central Texas Regional Mobility Authority work environment, in any circumstances. These include but are not limited to:

- Excessively soiled, worn, frayed, wrinkled or faded clothing; clothing with obvious rips or holes;
- Excessively tight-fitting clothing; excessively short, sheer, low-cut, or other revealing clothing;
- Any clothing or accessories with slogans, photos or drawings which are obscene, defamatory, offensive, or inappropriate in a professional setting;
- Sweatpants, sweatshirts, muscle shirts, mesh shirts, and track/athletic/jogging suits, cargo/carpenter pants;
- Shirts with cut-off sleeves, visible midriff or open back, such as tank tops, halter tops, tube tops, etc.;
- Hats (except head coverings worn in observance of religious beliefs, or clean hats with The Central Texas Regional Mobility Authority logo);
- Visible undergarments;
- House slippers; flip-flops;
- Denim/blue jeans (except clean jeans without rips, holes or tears on approved days); and

- Any hairstyle, footwear, clothing, jewelry, or matter of personal grooming that is deemed to present a safety risk.



## Personal Appearance

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There may be times when more formal business attire will be appropriate, as when meeting with customers, applicants or vendors, or attending formal business meetings. Anyone traveling on Agency business should dress appropriately for that occasion.

An employee who does not comply with this policy may be asked to leave the workplace (with or without pay, depending on the circumstances) and return when he/she is appropriately attired/groomed. Non-compliance may also lead to corrective action, up to and including termination of employment.

If an employee is unsure about what is considered appropriate professional attire at the CTRMA, he/she is advised to ask for guidance from his/her manager.

## Code of Employee Conduct

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority that all employees adhere to a Code of Conduct with respect to behavior and activities.

As a condition of initial and continued employment, all employees agree to abide by all the terms of this policy. If an employee fails to adhere to any part of the Code of Conduct, he/she may be subject to corrective action, up to and including termination of employment.

### Conflict of Interest

A conflict of interest can take many forms. It exists when the employee's objectivity or judgment is compromised—or even *appears* to be compromised—by the potential for personal gain for self, family or friends.

It can occur when an employee places personal interests ahead of his/her responsibilities to make work-related decisions impartially and objectively, based on facts. It can also occur when the employee's desire to influence a third party or to influence a particular outcome takes precedence over his/her duty of loyalty to the Agency.

Employees are strictly prohibited from entering into any agreement or contract, or from making any work-related decisions, where the employee's objectivity or judgment is impaired, could be impaired, or could be perceived to be impaired because of a conflict of interest or potential for conflict of interest.

While the following examples cannot anticipate or address every possible situation, they illustrate situations of conflict of interest or potential conflict of interest, and are helpful for guiding appropriate conduct.

1. Sue is asked by her manager to find some temporary employees to assist the Agency in staffing a new location. Sue's boyfriend, Jim, owns a temporary help firm, so she asks Jim to take the work requisitions and to refer qualified candidates to the Agency.
2. Ben asks his supervisor if he can shop around for less expensive office supply vendors. After he gets approval, he realizes that ABC, a separate Agency that he co-owns with his brother, can provide the supplies at a substantial savings. He begins using ABC as a vendor for all Agency office supplies.
3. Tammy, a manager, is asked to be part of a management team evaluating Sally's job performance for the year. Without revealing to the other employees that Sally is her best friend, Tammy agrees.

## Code of Employee Conduct

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4. Ken's supervisor asks him to develop a new process for collecting fees from customers. Ken feels his workload is demanding enough already. He decides to implement a process that will save him a great deal of time, but which will result in much lower customer service quality.

If an employee has any doubt about a conflict of interest situation or potential for conflict of interest, he/she should immediately discuss the matter with his/her manager, before taking any action or making any decisions. Similarly, if an employee suspects a conflict of interest situation exists in the workplace, he/should should immediately discuss the matter with a manager or with the Human Resources Manager.

### Proprietary and Confidential Information

Much of the information collected by the Central Texas Regional Mobility Authority or received from customers is considered proprietary and confidential information, or information owned exclusively by the Agency.

Proprietary and confidential information includes but is not limited to: various kinds of private business information; documents; records; letters; plans; and manuals. Proprietary information also includes but is not limited to: Agency trade secrets; computer programs, including proprietary software and all related materials; Agency practices; training or instructional products and tools; Agency products and tools; new development projects; marketing plans; customer lists; fees and cost data; employees' daily agendas; personnel data, etc.

Proprietary and confidential information is to be disclosed and used solely for the purposes for which it was collected or received. Disclosure of such information to unauthorized persons (externally as well as internally) is prohibited, not only because such information is a valuable business asset that must be protected, but also because unauthorized disclosure could compromise or cause harm to our customers, and materially damage the reputation and image of the Agency.

The Central Texas Regional Mobility Authority's management will impose specific restrictions on the use and dissemination of information, both internally and externally. Specifically, access will be granted on a "need to know" basis. When in doubt about the appropriateness of disclosing or releasing information (internally or externally), an employee should not disclose the information, but rather, ask his/her manager for guidance.

The Central Texas Regional Mobility Authority is subject to and complies with Texas laws and regulations regarding Open Records. Requests pursuant to Open Records should be forwarded to the General Counsel.

## Code of Employee Conduct

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At the conclusion of employment with the CTRMA, employees must return to the Agency all documents and records containing proprietary and confidential information. Even after employees leave employment at the CTRMA, they have a continuing obligation to safeguard such information.

### Criminal Charges/Convictions

The Central Texas Regional Mobility Authority must protect its reputation, credibility and image. Therefore, it is important that each employee also protect his/her professional reputation and credibility in the community.

The CTRMA will perform criminal background checks on all final applicants for the positions of Executive Director, Chief Financial Officer, General Counsel, and any position involving the disbursement of Agency funds or the handling of cash, checks or credit cards; negotiable documents and materials; or highly confidential or sensitive information. All applicants admitting a felony conviction on their application materials shall also be subject to a criminal background check. Additionally, the CTRMA may at its discretion perform criminal background checks on applicants for any other position. Negative criminal background checks will be reviewed by the HR Manager in consultation with the General Counsel, and an applicant may be disqualified from employment if the HR Manager and General Counsel determine that justification for such disqualification exists.

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If an employee has been charged with a felony or serious misdemeanor, or if an employee is convicted of a felony or serious misdemeanor (defined to include all misdemeanors other than traffic violations), the employee is required to immediately inform his/her manager. Failure to do so will lead to corrective action, up to and including termination of employment.

Employees who hold licenses or certifications that are required for their jobs must maintain active, current certification and/or licensure. If an employee's certification and/or license is suspended or revoked because of a pending legal charge(s) or conviction(s), or if an employee is being investigated for possible suspension or revocation of a required certification and/or license for any reason, then the employee is required to inform his/her manager immediately. Failure to do so will lead to corrective action, up to and including termination of employment.

Regardless of whether the employee holds any certification or license, if a situation arises in which an employee is charged with or convicted of a felony or serious misdemeanor, then the CTRMA's management will carefully consider the circumstances and facts of the situation, and will, in its sole discretion and judgment, decide on an appropriate course of action. Such courses of action may include but are not limited to:

- Administrative suspension (with or without pay, depending on the circumstances);
- Termination of employment; or
- Other appropriate action.

## Code of Employee Conduct

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### Employee Acts

The Central Texas Regional Mobility Authority's insurance policies do not relieve an employee from personal and civil liability, criminal prosecution, and/or termination of employment if he/she commits a dishonest act.

Discovery of a fraudulent act related to a person's employment or job responsibilities—whether such an act was committed on or off the job—may result in corrective action, up to and including termination of employment.

If an employee has a concern about the legitimacy or appropriateness of any employee act, he/she should promptly discuss the matter with his/her manager or with the Human Resources Manager.

### Agency Funds

Each employee is personally accountable for any Agency funds over which he or she has control, including travel expenses. Employees who manage Agency money or who spend personal money that will be reimbursed by the CTRMA should always be sure the Agency receives good value in return.

Employees must obtain pre-authorization from their manager before incurring any expense on behalf of the CTRMA. In order to receive reimbursement of authorized expenses, the employee must submit all information on an expense report within 60 days of incurring the expense. The expense report must clearly indicate the nature and type of all expenses, and must demonstrate that the purchases and amounts are proper. Documentation (receipts, invoices, etc.) must be attached to support each expenditure.

Anyone responsible for the handling of CTRMA's funds and/or customer property, as well as associated records and materials, is accountable for their safekeeping. This may include but is not limited to: customer personal data such as addresses, contact information and social security numbers; checks and money orders; credit cards and credit card numbers; legal documents; financial statements and documents; account user identification data; account passwords; personnel data; and data stored on any medium (paper, electronic, magnetic, or photographic).

If an employee has a question or concern about the appropriate or prudent use of Agency funds and property or customer property, he/she should promptly discuss the matter with his/her manager. [For more information about managing Agency funds and expenses, please reference the Business Travel and Expenses Policy in this Handbook.]

## Code of Employee Conduct

June 1, 2008 November 18, 2009

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### Agency Records, Fraud, and Record Retention

Successful management of the CTRMA requires the use of Agency business records, reports and related documents. These records are of critical importance in meeting financial, customer and other business obligations. Therefore, Agency records must always be prepared accurately, reliably and honestly.

Given the need for accurate and honest records, any false or misleading report or record, (including but not limited to: financial documents; resumes; employment applications; contracts; membership reports and other customer-related reports; and timekeeping reports) will be taken very seriously and may lead to corrective action, up to and including termination of employment. Employees who become aware of any suspected falsification of Agency records must immediately report the concern to a manager, the General Counsel or the Executive Director, who shall respond to the evidence by taking appropriate remedial action.

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Employees must maintain all Agency records for at least the minimum amount of time prescribed by the records retention schedules applicable to local governmental entities adopted by the Texas State Library and Archives Commission. In the event that litigation is filed against the CTRMA or is reasonably anticipated to be filed, the CTRMA's General Counsel may determine that it is necessary to implement a litigation hold in order to ensure the preservation of all records related to the lawsuit. Employees must refrain from destroying any records that are the subject of a litigation hold. Additionally, Employees must comply with all records retention policies adopted by the CTRMA.

Members of the public may make written requests for records maintained by the CTRMA. In the event that an Employee receives a written request for information, the Employee must notify the General Counsel immediately so that the CTRMA may respond to the request within the time frame prescribed by the Texas Public Information Act. Employees must refrain from destroying any records that are the subject of a pending public information request.

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### Gifts and Honoraria

Employees must not solicit or accept gifts, loans, other compensation, unusual favor or hospitality (other than reasonable tips earned by employees in direct customer service positions) which could influence or even have the *appearance* of influencing them in the performance of their duties.

Employees are permitted to accept a business meal, as well as nominal items which are customary in business relationships, provided that such items do not exceed \$100 in value. Gifts received over \$100 should be reported to the employee's manager or supervisor and the employee may be required to return the item if it is deemed a potential conflict.

Similarly, employees must not give gifts, loans, other compensation, unusual favor or hospitality to customers, prospective customers, vendors, or suppliers, with the exception of certain

**Code of Employee Conduct**

**November 18, 2009**

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approved promotional items (such as coffee mugs or t-shirts with The Central Texas Regional Mobility Authority logo) that may be authorized by Agency management from time to time.

Employees may not accept an honorarium for appearing at a conference, workshop, seminar, or symposium as a representative of the CTRMA other than reimbursement for food, transportation, or lodging.

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If in doubt about the appropriateness of any gift, ~~or~~ hospitality or honorarium, a full disclosure of the facts should be made to The Central Texas Regional Mobility Authority's General Counsel before accepting/making such an offer.

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**Sabotage/Espionage**

Sabotage is defined for purposes of this policy as any employee act or failure to act which is willful and/or negligent and which has the affect of materially destroying, damaging, disrupting or interfering with Agency operations, equipment, tools or systems.



## Code of Employee Conduct

June 1, 2008

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Espionage is defined for purposes of this policy as any employee act which is willful and/or negligent and which has the affect of providing to an unauthorized third party (usually but not always a competitor) any of the Agency's confidential and proprietary information, trade secrets, or its customers' or employees' financial or personal information and/or records.

Employees have a duty to protect the CTRMA's confidential and proprietary information from unauthorized disclosure and release to third parties. Because of the potential for great harm to the CTRMA and its customers, it will not tolerate sabotage or espionage of any kind.

Allegations of sabotage and/or espionage will be taken very seriously and investigated promptly. If investigation reveals employee sabotage or espionage, the CTRMA will take swift and aggressive action, including but not limited to corrective action and possible termination of employment, criminal prosecution and civil claims.

[For more information, please reference the Performance, Conduct and Corrective Action Policy in this Handbook.]

### Training on Ethics and Compliance Issues

Upon beginning employment with the CTRMA, all employees shall receive orientation on ethics laws and policies and the Agency's ethics and internal compliance program. Additionally, employees of the CTRMA shall participate in periodic training on ethics and internal compliance issues.

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## Business Travel and Expenses

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### POLICY

It is the policy of the Central Texas Regional Mobility Authority to reimburse employees and members of the Board of Directors for reasonable business travel expenses.

All employee business travel must be approved in advance by the employee's manager.

When approved, the actual costs of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the CTRMA. Employees and Board Members spending personal money that will be reimbursed by the CTRMA should always ensure that expenses are limited to reasonable amounts, and that the CTRMA receives good value in return.

When business travel has concluded, employees and Board Members should complete a travel expense report, which is available from the Accounting Department. The completed report must be accompanied by receipts for each expense, and should be submitted to Accounting within 60 days of the completion of the business travel. Any items over the 60 days will be denied reimbursement.

The CTRMA will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.

Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Please request a sales tax exemption form from the CFO before purchasing goods.

Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.

The following are reimbursement guidelines for business travel:

- **Transportation Services**
  - Air travel arrangements should be made as far in advance as possible and should represent the lowest available fare in coach or economy class.
  - Reasonable fares for shuttle service, bus service, van pool, taxi service or other public transportation will be reimbursed.
  - Car rental fees (a compact or mid-size vehicle for one person; a full size vehicle for two or more persons) will only be reimbursed if approved in advance by the Executive Director or Chief Financial Officer.
  - When renting vehicles, employees and Board Members should elect loss damage waiver insurance coverage.

- Gasoline should be refilled in any rental vehicle prior to returning it at the conclusion of business travel.

- **Lodging**

- Accommodations in approved hotels or motels will be reimbursed, using the GSA rate as a guideline. Exceptions to the GSA rate will require an explanation such as: (1.) when the cost of the hotel would reduce total travel costs, such as eliminating the need for a rental car; (2.) when the cost of the hotel is a conference rate; (3.) when time constraints associated with business meetings require lodging at a closer hotel.
- Lodging expenses will be reimbursed only if traveling **beyond** a 50-mile radius of Williamson/ Travis County. (This means 50 miles beyond the county line.)

## Business Travel and Expenses

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- **Meals**
  - Meals will be reimbursed at the GSA rate.
  - Meals above the GSA per diem day rate will require specific justification and receipts.
  - If an overnight stay is **required**, but the stay does not exceed a 50-mile radius outside the county, you may claim an amount up to the \$28.00 overnight allowance for your meals, but lodging will not be reimbursed.
  - No reimbursement will be made for alcoholic beverages.
  - No reimbursement will be made for meals if the Conference included it as part of the package.
  
- **Food Service at Local Meetings**
  - Food service at business meetings required for the active performance of CTRMA business (such as CTRMA Board meetings, workshops, CTRMA Board Committee meetings, meetings with other governmental entities, and other official business as determined by the Executive Director) will be reimbursed.
  - The employee's/Board Member's expense report should include: purpose of the meeting; time and location of the meeting; names of principal attendees; and approval of the reimbursement request by the Executive Director or Chair of the Board.
  
- **Mileage Reimbursement**
  - Use of a personal vehicle on CTRMA business will be reimbursed using the current Internal Revenue Service rate. The employee's/Board Member's expense report should include: purpose of the travel; points of travel; dates of travel; and miles eligible for reimbursement.
  - If a personal vehicle is used, the maximum reimbursement will be at the lower of the IRS rate times the number of miles driven, or the lowest quoted airfare at the time of travel for overnight stay.
  - Mileage reimbursement is meant to cover only those miles incurred above and beyond the employee's normal commute to the CTRMA office. For example, if the normal commuting round trip is 20 miles, and the employee goes on a trip that covers 75 miles, only the incremental 55 miles are reimbursable.
  
- **Other Business/Travel Expenses**
  - Charges for telephone calls, internet connection, faxes, and similar services, will be reimbursed, provided that they are for legitimate business purposes.
  - Reasonable, customary tips and gratuities will be reimbursed and do not require a receipt.
  - Parking and toll fees will be reimbursed, with receipts.
  - Other minor expenditures should have a receipt and justification.

- o There will be no reimbursement for any of the following: parking or traffic violations; entertainment, including in-hotel movies; and alcoholic beverages of any kind. In addition, there will be no reimbursement of sales tax incurred on the purchase of goods. Instead, employees who are authorized to purchase approved goods on behalf of the CTRMA should use a tax exempt form, available from Accounting.
- o Cancellation fees associated with business travel will be reimbursed only if it is in the best interest of the CTRMA, or in the event of an approved family emergency.
- o Incremental expenses for any non-CTRMA companion traveling with the employee or Board Member will not be reimbursed by the Agency.

## Business Travel and Expenses

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If an employee is involved in a motor vehicle or other accident, or if an employee sustains any injury while traveling on business, he/she must promptly report the incident to his/her manager. If a vehicle owned, leased or rented by the CTRMA is involved in an accident, causes any injury or damage, or incurs any damage, the employee must promptly report the incident to his/her manager. Vehicles owned, leased or rented by the CTRMA may not be used for personal business without prior approval of the Executive Director.

If an employee needs guidance or assistance with any procedures related to business travel, travel arrangements, expense reports, or reimbursement for any specific expense, then the employee should consult with his/her manager.

Employees are reminded to ensure that travel records, expense reports and receipts are accurate and complete. Falsification of any Agency record, including but not limited to expense reports; or falsification or alteration of any Agency documentation, such as receipts, may lead to corrective action, up to and including termination of employment.

[For more information about managing Agency funds and expenses, please reference the Employee Code of Conduct Policy in this Handbook.]

## Use of Agency Equipment and Electronic Communications

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### POLICY

The Central Texas Regional Mobility Authority provides employees with certain equipment and electronic communications resources to assist them in conducting Agency business.

It is the policy of the CTRMA that all employees must adhere to practices regarding the acceptable use of Agency-provided equipment and electronic communications systems, including but not limited to computers and related equipment, software, telephones, fax machines, email, voicemail, instant messaging systems, and the internet/world wide web.

### PROCEDURES/PRACTICES

#### **Electronic Communications, Computers and Software**

The CTRMA owns the computers and other hardware, software, databases, servers, modems, internet access, telephones, faxes, copiers, printers, e-mail systems, instant messaging systems, and voicemail systems (hereinafter "technology/communications equipment, tools and systems") which are used by employees. The CTRMA's technology/communications equipment, tools and systems are intended for the purpose of aiding employees in work-related communication and in the efficient performance of their work duties.

Since the CTRMA owns the technology/communications equipment, tools and systems, any electronic communication composed, sent or received by the employee is and remains the sole property of the CTRMA.

Employees are prohibited from any of the following without the prior approval of the Agency's Executive Director:

- Borrowing or removing the CTRMA's technology/communications equipment, tools and systems from its premises.
- Copying or downloading software applications, databases, or other electronic materials or information stored by the Agency, on Agency premises, or on other premises owned or leased by the CTRMA.
- Disabling anti-virus software running on Agency-provided computer equipment. (Exceptions to the rule are allowed when an employee is doing so as a requirement of his/her job).
- Using instant messaging programs or applications; sending instant messages (either internally or externally) via any electronic instant messaging application.

## Use of Agency Equipment and Electronic Communications

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- Uploading or downloading copyrighted materials, trade secrets, proprietary financial or customer information, or similar materials without prior authorization from the owner of the materials.
- Using technology/communications equipment, tools and systems in violation of copyright and trademark laws.

Employees are also prohibited from using the CTRMA's technology/communications equipment, tools and systems for any of the following purposes:

- To distribute or disseminate (internally or externally) messages, images, or any other material or content containing obscene, abusive, pornographic, profane, sexually explicit or inflammatory remarks, inappropriate humor; or threatening or harassing language.
- To distribute or disseminate (internally or externally) messages, images, material or otherwise objectionable content that is disruptive, derogatory or offensive to another individual (whether the intended recipient or not), including but not limited to: sexual comments or images; gender or ethnic specific comments or slurs; or any statements or contents offensive to another on the basis of his/her race, national origin, religion, color, gender (including pregnancy), age, sexual orientation, disability, or any other status protected by law.
- To access websites or materials that are inappropriate in the workplace, including but not limited to: pornography; sexually-oriented materials; gambling sites; sites depicting violent acts, abusive acts or advocating violent or abusive acts; etc.
- To proselytize to, or solicit employees or others.
- For external employment or profit.
- To engage in illegal activity.
- To engage in activity that is in competition with the work of the CTRMA.
- To access, view or re-direct any files, documents, materials, records, or any other information which the sender or recipient has no legitimate business "need to know".
- To discriminate against, harass, threaten or intimidate another individual.
- For any other purpose that could damage the image or reputation of the Agency or impair its ability to conduct business.

Some employees will be assigned unique email addresses. These unique addresses and identifiers remain the property of the CTRMA and employees may use them only while employed by the Agency. With respect to user identification information, passwords, and other related information, employees are prohibited from the following activities without obtaining the prior approval of an authorized the CTRMA manager:

- Using the logon/user identification or password information of another employee.
- Accessing, listening to, viewing, or re-directing—with no legitimate business reason—the electronic files, documents, materials, records, e-mail or voicemail of another employee.



## Use of Agency Equipment and Electronic Communications

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The CTRMA reserves the right to alter, modify, re-route or block the delivery of messages as appropriate. This includes but is not limited to:

- Rejecting, quarantining or removing the attachments and/or malicious code from messages that may pose a threat to Agency resources.
- Discarding attachments, such as music, considered to be of little business value and of significant resource cost.
- Rejecting or quarantining messages with suspicious content.
- Rejecting or quarantining messages containing offensive language.
- Re-routing messages with suspicious content to designated Agency employees for review.
- Rejecting or quarantining messages determined to be unsolicited commercial email (spam).
- Appending legal disclaimers to messages.

While the Agency's technology/communications equipment, tools and systems are intended primarily for business and work-related purposes, limited personal use of computers, software, e-mail, internet and voicemail systems is generally acceptable while on the CTRMA, provided that:

- Their use complies with all other terms of this policy.
- Their use is not excessive and remains within reasonable, acceptable time limits.

Employees are reminded that e-mail and other electronic records are considered shared Agency files, discoverable under court-ordered subpoena or other legal process. As such, employees must ensure that the content of e-mail and other electronic records is legal, truthful, and complies with Agency policies, rules and procedures.

The Central Texas Regional Mobility Authority routinely monitors and records activity and use of its technology/communications equipment, tools and systems, including internet, e-mail systems and voicemail systems. Because employees have no right or expectation of privacy in their use of Agency-owned technology/communications equipment, tools and systems, employees are strongly encouraged to refrain from storing or accessing on computers, e-mail systems and voicemail systems any personal materials or other materials which they do not wish to be monitored and inspected by Agency management. Such inspections will be conducted by Agency management from time to time, with or without prior notification and with or without the consent or presence of the employee.

The CTRMA treats electronic messages as a business record. As with any business record, established practices and procedures for the safekeeping, retention and ultimate destruction of the business record must be followed. The CTRMA may serialize, archive, or retain copies of all internal and external electronic messages.

## Use of Agency Equipment and Electronic Communications

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As a condition of employment, all employees must sign an acknowledgement indicating that they have read and understand the policies, practices, procedures, risks and cautionary advice that apply to the CTRMA's email, instant messaging, and internet resources.

Any employee who discovers a violation of these policies should immediately notify a manager or the Human Resources Manager. Any employee in violation of these policies is subject to disciplinary action, up to and including termination of employment.

## Use of Agency Vehicle

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### SECTION 1. SCOPE OF POLICY.

Central Texas Regional Mobility Authority's ("CTRMA's") Motor Vehicle Use Policy governs the use and maintenance of all CTRMA vehicles by all salaried and non-salaried employees of CTRMA. This policy is intended to promote safe and responsible driving practices and to help prevent accidents, injuries and property damage. It is the responsibility of all members of the CTRMA staff to comply with this policy.

The use of CTRMA equipment or vehicles for personal use is prohibited by law, but because of the need for specific employees to respond to emergencies at night or on weekends, the following employees (with the concurrence of their department head) are authorized to take a CTRMA vehicle to their home at night within a 25 mile radius, even though this involves the use of a CTRMA vehicle for travel to and from their home each day:

- a.) Operations Director
- b.) Director of Engineering
- b.) Maintenance Manager

### SECTION 2. DEFINITIONS.

As used in this policy, the following definitions apply:

- A. A. "authorized driver" means a CTRMA employee who holds a current, valid license to operate a motor vehicle in Texas and who has complied with all provisions of Section 3 of this policy.
- B. B. "authorized passenger" means an employee of CTRMA or any other person accompanying an employee of CTRMA in a CTRMA vehicle in furtherance of official CTRMA business, not to include children.
- C. D. "employee" means any person who is in the employ of CTRMA and whose salary is paid either completely or partially by CTRMA.
- D. G. "CTRMA vehicle" means a motor vehicle designed primarily for passenger use which is the property of CTRMA.

## Use of Agency Vehicle

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### SECTION 3. VEHICLE OPERATOR PRIVILEGES.

- A. CTRMA vehicle operator privileges for its vehicles, will be available to employees of CTRMA at least 21 years of age and who possess a valid United States driver's license in effect for at least two years.
- B. CTRMA vehicle operator privileges are invalid upon revocation, suspension or expiration of a CTRMA employee's license to operate a motor vehicle in Texas. An authorized driver must report the suspension or revocation of his or her license by the State of Texas to their Manager within 48 hours of its occurrence.
- C. The Executive Director may suspend or revoke an authorized driver's CTRMA vehicle operator privileges for failure to comply with any provision of this policy. The Executive Director will notify an authorized driver when his or her CTRMA vehicle operator privileges have been revoked.
  - a. All CTRMA drivers are responsible for complying with this policy.
  - b. Violation of this policy may be grounds for corrective action and/or loss of driving privileges.

### SECTION 4. VEHICLE EXPENSES

#### A. Fuel Expenses.

Refueling of CTRMA should be done with the CTRMA procurement mastercard. Cards may be obtained through the CFO. The Engineering department will be responsible for keeping the gas tank filled.

#### B. Maintenance and Repair.

Necessary repair and maintenance expenses for all CTRMA vehicles may be done by auto repair shops listed on the State Contract otherwise three quotes must be received before engaging the services of an Auto shop. The exception will only be considered in case of an emergency where immediate towing or repairs are necessary.

### SECTION 5. VEHICLE USE.

- A. Responsibilities. At this time all CTRMA vehicles are assigned to the Operations Department, however, all departments must comply with the following items:

1. The head of the department will be responsible for ensuring the driver(s) comply with Section 3.

### Use of Agency Vehicle

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2. Vehicles are to be used only in the furtherance of CTRMA business. Vehicles are not to be used for personal errands, nor should they ever be taken home unless written authorization from the Executive Director is on file at the CTRMA Office.
3. Cleaning of the vehicle should be done on a weekly basis. The Operations Department will be responsible for delivering the vehicle to and from the car wash for cleaning
4. The Operations Department will be responsible for delivering the vehicle to and from an auto shop for routine maintenance.
5. CTRMA employees are required to keep a log to track business and personal miles of a CTRMA vehicle. Personal use, such as commuting and driving on vacation, will be treated as a "taxable fringe benefit" to the employee. IRS regulation require the value of the use to be reported as taxable income on the employee's W-2 form

### SECTION 6. OCCUPANCY OF VEHICLES.

- A. Authorized Use. Except as provided in subsections C through E, CTRMA vehicles may be occupied only by authorized drivers and authorized passengers. Employees of CTRMA are authorized to use CTRMA vehicles only in the furtherance of official CTRMA business.
- B. Unauthorized Use. Except as provided in subsection C through D, an employee of CTRMA who permits a CTRMA vehicle to be driven by an unauthorized driver or who transports or permits the transportation of an unauthorized passenger shall have his or her CTRMA vehicle operator privileges suspended or revoked and shall be held personally liable to the extent permitted by law for any liability for any personal injury, death or property damage arising out of the unauthorized use or occupancy of the CTRMA vehicle.
- C. Emergency Aid. Nothing in this section shall be construed to prohibit the use or occupancy of a CTRMA vehicle to render emergency aid or assistance to any person.

## Use of Agency Vehicle

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- D. Use by Mechanics. Nothing in this section shall be construed to prohibit the use or occupancy of CTRMA vehicles by private sector automobile mechanics or other maintenance or repair personnel during the course of performing required maintenance or repairs.

### SECTION 7. INTOXICATING LIQUOR, DRUGS AND TOBACCO PRODUCTS.

- A. Use of Liquor, Drugs and Tobacco Products Prohibited. An employee of CTRMA may not drive a CTRMA vehicle while under the influence of intoxicating liquor or illegal drugs nor may he/she smoke any tobacco products while in the vehicle. Also, they may not possess open or closed containers of alcohol while operating any CTRMA vehicle.
- B. Penalty for Traffic Citation. An employee of CTRMA who receives a traffic citation for driving a CTRMA vehicle while under the influence of intoxicating liquor or drugs will have his or her CTRMA vehicle operator privileges suspended or revoked by the Executive Director. Any passengers who are authorized drivers may also have their CTRMA vehicle operator privileges suspended or revoked.
- C. Penalty for DWI Conviction. An employee of CTRMA who is convicted of driving a CTRMA vehicle while under the influence of intoxicating liquor or drugs shall be terminated from employment at CTRMA. Any employees of CTRMA who were passengers in the vehicle also may be terminated from CTRMA employment where it is shown that such officers or employees knew or should have known that the driver was under the influence of intoxicating liquor or drugs and did not take reasonable action to prevent the driver from driving the vehicle.

### SECTION 9. TRAFFIC LAWS AND SEAT BELTS.

- A. Traffic Laws. The failure to obey any applicable traffic law while driving or occupying a CTRMA vehicle may result in suspension or revocation of the CTRMA vehicle operator privileges of all authorized drivers, as described in Section 3.D. Operate the vehicle in accordance with all applicable rules, regulations, law. Drive at legal speeds appropriate for road conditions.
- B. Seats Belts Required. All occupants of CTRMA vehicles must wear seat belts and require all other occupants to do likewise. The failure of any person to wear a seat belt while driving or occupying a CTRMA vehicle may result in the suspension or revocation of the CTRMA vehicle operator privileges of all

authorized drivers, as described in Section 3.D. The number of passengers should not exceed the number of seat belts. Also, check that front seat passengers are seated appropriately to decrease likelihood of severe air bag injuries.

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- C. Responsibility for Traffic Citations. An employee of CTRMA who receives a traffic citation or parking ticket while using a CTRMA vehicle will be personally responsible for the citation or ticket.

#### SECTION 10. CARE OF VEHICLES - ACCIDENTS - LIABILITY.

- A. Care of Vehicle. Prior to using a CTRMA vehicle, an employee of CTRMA shall inspect the vehicle for safety concerns before leaving the parking area or garage. Determine that all tires are inflated properly and are not excessively worn and that the brakes, lights, windshields wipers, seat belts and steering are functioning properly. Check other safety equipment for observable defects. If unsafe conditions are noted, the maintenance Manager is to be notified immediately and the vehicle must not be driven.
- B. Fueling of Vehicle. Prior to returning the vehicle, the employee must refuel the vehicle.
- C. Leaving the Vehicle. An employee of CTRMA will turn off the ignition, close all windows, and lock the doors and trunk of a CTRMA vehicle whenever the vehicle is left unattended. Vehicles should be cleaned of items not belonging in the vehicle (trash, personal items, etc).
- D. Liability for Loss or Damage. An employee of CTRMA will not abuse or misuse a CTRMA vehicle. An employee of CTRMA may be assessed for the loss or damage of a CTRMA vehicle if the loss or damage was caused by:
1. driving while under the influence of intoxicating liquor or drugs; or
  2. reckless driving.
- E. Penalty for Negligence. The CTRMA vehicle operator privileges of an employee of CTRMA may be suspended or revoked by the Executive Director if a CTRMA vehicle is damaged or destroyed due to the negligence of the CTRMA or employee. An employee must report accidents, thefts, damage, vandalism or other acts of criminal mischief to the appropriate local law enforcement agency and to their Manager within 24 hours. Failure to report may result in disciplinary action at the discretion of the Executive Director.
- F. Accidents. If involved in an accident resulting in bodily injury or property damage, an employee of CTRMA shall notify their Manager by telephone and submit a complete accident report by the next working day. Failure to comply with this subsection may result in suspension or revocation of the CTRMA vehicle operator privileges of all authorized drivers, as described in Section 2.A., who were in the vehicle at the time of the accident. See Appendix C for a copy of an accident report.
- G. Other. Not drive the vehicle "off road" unless it is made for that use

## Use of Agency Vehicle

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### SECTION 11. MECHANICAL OR OPERATIONAL FAILURE.

A. Mechanical or Operational Deficiencies. Mechanical or operational deficiencies that occur while a CTRMA vehicle is being used for official CTRMA business will be corrected in accordance with this section. In no case will an employee of CTRMA continue to operate a CTRMA vehicle if continued operation could endanger any person or property.

1. Minor Repairs. Minor necessary repairs, including towing, that do not exceed \$100 dollars shall be ordered and paid for by CTRMA as described in Section 4-B.
2. Major Repairs. Whenever the estimated cost of repairs or adjustments exceeds \$100, the CTRMA employee shall notify the CFO during working hours or after hours.

### SECTION 12. VEHICLE RETURN.

A. Immediate Return Required. Immediately upon completion of a trip, the authorized driver must return the CTRMA vehicle. CTRMA vehicles may not be kept overnight following a trip. The vehicle must be returned clean and refueled.

B. Return During Business Hours. Whenever a CTRMA vehicle is returned during regular business hours, the CTRMA employee shall report vehicle defects to the Director of Engineering

C. Return After Business Hours. When it is necessary for an employee of CTRMA to return a CTRMA vehicle before or after normal working hours, the employee will:

1. park the CTRMA vehicle in the area designated for non-duty hour turn in;
2. record the odometer reading and the time of the turn in on the slip in the packet;
3. note any mechanical or operational deficiencies or needed adjustments;



4. close all windows and lock the CTRMA vehicle;

## Performance, Conduct and Corrective Action

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to maintain a professional work environment that fosters respect, teamwork, productivity and safety for employees and customers. Consequently, employees are expected to perform their assigned job duties, to maintain professional, respectful conduct while on Agency premises or representing the Agency, and to abide by Agency policies and rules.

An employee who commits any infraction of the CTRMA policy or procedure, or who fails to meet job performance or conduct expectations, may be subject to corrective action, up to and including termination of employment.

Management reserves the right to take whatever corrective action it deems appropriate to each situation. When evaluating performance issues, conduct issues, or other work-related problems for possible corrective/disciplinary action, management will carefully consider the following:

- The nature and seriousness of the problem;
- The employee's work history; and
- The type of corrective action which would best impress upon the employee the need for improvement (if corrective action other than termination is taken).

While it is not possible to specify all types of conduct or activities that are considered unacceptable, some unacceptable activities are noted in the non-inclusive list below. If you have any questions concerning these or other unacceptable activities, please see your manager or the Human Resources Manager.

- Criminal acts, whether on or off duty, at any time.
- Violence or threats of violence (whether verbal, written, or by images or gesture); or threatening, intimidating, or coercing any person; whether on or off duty, at any time, for any purpose.
- Possessing, selling, distributing or transporting handguns, firearms, knives, ammunition (whether live or spent), explosives, pepper spray or other incapacitating spray, or any other prohibited weapon of any kind, even if properly licensed or permitted, on Agency premises or while representing the Agency.
- Being under the influence of alcohol or prohibited substances on duty, on Agency premises, or while representing the Agency.
- Possessing, selling, manufacturing, distributing, concealing, transporting or consuming alcoholic beverages, illegal drugs, or other prohibited substances on duty, on Agency premises, or while representing the Agency.
- Any act of harassment directed at an employee, customer, prospective customer, or other individual while on Agency premises, or while representing the Agency; or violating the Agency's Workplace Harassment Policy.
- Sabotage and/or espionage; or causing in any manner the defacing, destruction or damage of Agency property or the property of employees, customers, vendors, or visitors.

## Performance, Conduct and Corrective Action

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- Failure to immediately report damage to, or an accident involving Agency equipment or property.
- Unauthorized use or removal of property, equipment or tools, including documents, keys, or other items belonging to/leased by the Agency, an employee, customer, vendor or prospective customer without prior permission from management.
- Violation of Agency safety/health rules; any action which could endanger the life or safety of another person.
- Violating confidentiality rules or providing confidential or proprietary information to competitors, other organizations or to unauthorized employees; breaching confidentiality with respect to personnel or customer information; unauthorized release of, or negligence in the use, care or protection of confidential and/or proprietary information.
- Financial misrepresentation or other material misrepresentation on any Agency record or document; omission or falsification of any Agency record, including time records and employment applications and documents; unauthorized alteration of Agency records or other Agency documents.
- Immoral conduct or indecency on Agency property.
- Obscene or abusive language directed at any employee or customer; any disorderly conduct on Agency property or while representing the Agency.
- Insubordination or refusing to obey work instructions properly issued by a manager or supervisor.
- Unsatisfactory performance or careless execution of work; failure to meet deadlines or quality standards as explained by a manager.
- Excessive tardiness or excessive amounts of unexcused absences; failure to notify manager of absence or tardiness.
- Leaving the work area before the end of the scheduled shift without prior approval of the manager; sleeping or appearing to sleep during working hours.
- Being on Agency property without authorization; or being on Agency property outside of normal business hours without a legitimate business reason.
- Violation of any Agency rule or any action that is obviously harmful to the Agency's efforts to operate reputably and profitably.

The disciplinary and corrective action guidelines herein do not alter the at-will relationship which exists between the CTRMA and each employee. This means that employment may be terminated either by the employee or by the CTRMA at any time and for any reason, with or without notice. Failure to enforce any policy, expectation or standard does not affect management's ability to do so in the future.

The Central Texas Regional Mobility Authority reserves the right to modify, defer or rescind this policy at any time, with or without prior notice.

## Workplace Harassment

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### POLICY

All Agency employees have the right to work in an environment free from any type of unlawful discrimination or harassment based on race, color, religion, national origin, gender (including pregnancy), sexual orientation, age, disability or any other status protected by law. This includes freedom from sexual harassment in the workplace.

Harassment based on any of the above is considered a form of illegal discrimination. The Central Texas Regional Mobility Authority will not tolerate any form of harassment in the workplace.

### Prohibited Harassment

For purposes of this policy, prohibited sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual;
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or
- such conduct otherwise adversely affects an individual's employment opportunities.

Other forms of prohibited harassment include any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of gender, race, color, religion, national origin, age, sexual orientation, disability, or any other characteristic protected by law, when such conduct:

- has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

### Harassment By Customers, Vendors and Third Parties

The Agency recognizes that unwelcome harassment can also be perpetrated by a vendor, employee of a vendor, customer, or other third party. If an employee believes that he/she has been or is being harassed, or if an employee witnesses what he/she believes to be harassment by

## Workplace Harassment

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a vendor, employee of a vendor, a customer, or other third party associated with his/work at the CTRMA, he/she should use the reporting and investigation procedures discussed herein. Where an investigation reveals that unwelcome harassment has occurred, the Agency will undertake appropriate measures to ensure that the harassment ceases.

### Reporting Procedures

If an employee believes that he/she is or has been subjected to harassment based on any protected status, including but not limited to any of the conduct listed herein, by any manager, other employee, customer, vendor or any other person in connection with employment at the CTRMA, the employee should report the incident to his/her manager; or bring the matter to the immediate attention of any Agency manager or to the Human Resources Manager.

Similarly, an employee who witnesses harassment directed at an employee should immediately report the matter to any manager or to the Human Resources Manager, with or without the permission of the employee involved.

An employee who believes that he/she has been subjected to prohibited harassment or who witnesses harassment directed at another employee should not assume that the Agency is already aware of the situation. Even if others observe the conduct, those individuals may not know that the particular conduct or comments are unwelcome. In order for the Agency to resolve an employee's concerns, each employee must bring such issues to the Agency's attention by following the reporting procedures outlined herein.

### Investigation

The Agency will take complaints or reports of harassment very seriously and will promptly initiate an investigation. Both the investigation and the resolution of the investigation shall be conducted and implemented in as confidential a manner as possible.

### Remedial/Corrective Action

The Agency will take appropriate remedial action, including disciplinary action when warranted, if an investigation reveals that prohibited harassment, discrimination or retaliation in violation of this policy has occurred.

Employees who violate this policy shall be subject to corrective action, up to and including termination of employment for a first offense.

## Workplace Harassment

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### Non-discrimination/Non-retaliation

No employee who, in good faith, reports an alleged incident of harassment or who participates in an investigation of an alleged incident of harassment shall be subjected to discrimination, reprisal or retaliation in any form because of having made such a report or participating in such an investigation. Any employee who feels that he/she has been subjected to any form of discrimination, reprisal or retaliation because of having reported an alleged incident of harassment or because of having participated in an investigation of a harassment complaint should immediately report such reprisal or retaliation to any Agency manager, to the Human Resources Manager, or to the Executive Director.

[For more information, please reference the Equal Employment Opportunity Policy and the Performance, Conduct and Corrective Action Policy in this Handbook.]

## Alcohol and Prohibited Substances

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### POLICY

The Central Texas Regional Mobility Authority recognizes a responsibility to help provide a safe and productive workplace for its employees. To this end, and to safeguard the Agency's property, protect the health and safety of the general public, and to set a positive example for the community in which the CTRMA does business, the Agency has adopted this substance abuse policy. Compliance with this policy is a condition of initial and continued employment with the CTRMA.

This policy is adopted in furtherance of the requirements of the Texas Workers' Compensation Act, and rules adopted thereunder, relating to the elimination of drug abuse in the workplace and of the Texas Transportation Code, §370.033(h).

### Definitions

As used in this policy, "controlled substances", "prohibited substances", and "illegal drugs" broadly refers to all forms of narcotics, depressants, stimulants, hallucinogens, and the illegal use of inhalants and other drugs, including marijuana, whose use, possession, or transfer is restricted or prohibited by law (substances listed in Schedules I-V of Section 202 of the Controlled Substances Act [21 U.S.C. §812], as amended, or as revised and set forth in federal regulations [21 C.F.R. §§1308.11-1308.15]. Copies of such schedules are maintained by the CTRMA for review by employees).

As used in this policy, "under the influence" is defined as:

- Drugs, Inhalants or Controlled Substances: having any detectable level in the person's body, regardless of when or where the drug, inhalant, or controlled substance may have been consumed.
- Alcohol: having a blood alcohol content of 0.04 or higher or having any odor of alcohol on the breath or body, regardless of when or where the alcohol may have been consumed.

### POLICY

It is the policy of The Central Texas Regional Mobility Authority to maintain a drug-free workplace.

To that end, the Agency prohibits the manufacture, distribution, dispensation, possession, concealment, use, sale, purchase or transfer of alcohol, inhalants, drugs, or controlled substances ("prohibited substances") and the possession of drug-related paraphernalia or literature promoting the use of illegal drugs while at work or while representing the Agency, on Agency premises (including parking lots), in Agency vehicles, or on Agency business.





## Alcohol and Prohibited Substances

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The CTRMA also prohibits any person, including employees of the CTRMA, to be on Agency premises (including parking lots), in Agency vehicles, or on Agency business while under the influence of any prohibited substance.

Over-the-counter medications and prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them are generally not prohibited by this policy, provided they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label. However, any employee taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which may adversely affect his/her ability to perform work in a safe and productive manner, must notify his/her supervisor or, if not available, another management representative immediately after entering onto Agency's premises and prior to starting work.

The employee's supervisor, in consultation with appropriate medical personnel when necessary, will decide if the employee may remain at work or on the CTRMA's premises and what work restrictions or accommodations, if any, are deemed necessary. Information regarding the employee's use of medication and any other information provided by appropriate medical personnel will be kept strictly confidential and will be disclosed only to Agency management personnel on a need-to-know basis and in accordance with the law.

The CTRMA currently does not have a pre-employment drug testing program. However, the Agency reserves the right to initiate, at any time, with or without notice, a program that requires candidates who have accepted a position with the Agency to take and pass a drug test as a condition of initial employment.

In addition, the Agency reserves the right to require employees, as a condition of initial and continued employment, to submit to drug, alcohol and prohibited substances testing in the event of any of the following circumstances:

- a work-related incident/accident requiring any employee, customer or visitor to seek medical attention;
- upon reasonable suspicion on the part of management; and

Compliance with the Agency's drug, alcohol and prohibited substances policy is a condition of initial and continued employment.

## Alcohol and Prohibited Substances

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### Violations of Policy

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

An employee who violates this policy, or who is reasonably suspected of violating this policy, may be requested to undergo alcohol and drug testing. An employee who refuses to comply with a management request to submit to testing or who fails to cooperate with the testing process will be subject to disciplinary action, up to and including termination of employment.

In addition, an employee who violates this policy, or who is reasonably suspected of violating the policy of the Agency is subject to investigation that may involve searches of his/her person and property. Searches of employees' persons, clothing or personal effects, such as lunch bags/pails, purses, briefcases, attaches and vehicles will not be conducted without the employee's consent. However, an employee's refusal to permit a search of personal container(s) upon the request of management may result in disciplinary action, up to and including termination of employment.

Any employee who refuses to comply with a management request to cooperate with an investigation of alleged violation(s) of this policy may also be subject to disciplinary action, up to and including termination of employment.

The sale, use, purchase, transfer, or possession of an illegal drug or drug paraphernalia is illegal. Therefore, the CTRMA will report possession, distribution or use of illegal drugs to law enforcement authorities and will submit to the custody of law enforcement authorities any such substances found on CTRMA premises or property. The Agency will fully cooperate in any investigation and/or prosecution of a violation of drug law(s).

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter existing employment relationships in any way. The CTRMA retains the sole right to change, amend modify or defer any term or provision of this policy without notice.

All CTRMA officers, including Board officers (Chair, Vice-Chair, Secretary and Treasurer) are encouraged to adhere to this policy. Officers are reminded that use of illegal drugs, or abuse of controlled substances or alcohol, may be grounds for removal from office in accordance with the Texas Transportation Code §370.254.

[For further information, please reference the Performance, Conduct and Corrective Action Policy in this Handbook].

## Weapons & Violence

~~June 1, 2008~~ November 18, 2009

Page 1 of 1

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### POLICY

The Central Texas Regional Mobility Authority intends to create and sustain for its employees, customers and visitors a working environment which is free of workplace violence or the threat of violence.

Therefore, the Agency will assume and vigorously enforce a "zero tolerance" policy with respect to weapons and to violence or threats of violence directed at any person. Prohibited behavior includes but is not limited to threatening language, whether verbal or written; threatening gestures or pictures; and/or actual violence of any kind directed at any individual.

The CTRMA also prohibits possessing, selling, distributing, concealing or transporting—whether by employee, customer, or visitor—of firearms or any other weapon while on Agency premises, or while conducting Agency business of any kind. This prohibition includes but is not limited to: handguns, firearms, knives, ammunition (whether live or spent), explosives, pepper spray or other incapacitating spray, or any other prohibited weapon of any kind, regardless of whether the person is licensed to carry the weapon or not. This prohibition also includes toy weapons and reproductions or replicas of weapons.

### Violations of Policy

A violation of this policy will be dealt with aggressively and, subject to investigation, may lead to corrective up to and including termination of employment for a first offense.

An employee who violates this policy or who is reasonably suspected of violating this policy is subject to investigation that may involve searches of his/her person and property. Employees are expected to comply with searches of their persons, clothing or personal effects, lunch bags/pails, purses, briefcases, attaches and vehicles. Such searches will not be conducted without the employee's consent; however, an employee's refusal to permit a search of his/her person, personal effects, or personal container(s) upon the request of management may result in disciplinary action, up to and including termination of employment.

He/she may also be subject to criminal prosecution and corrective action, up to and including termination of employment (and, in appropriate circumstances, termination for a first offense). Any employee who refuses to comply with a management request to cooperate with an investigation of alleged violation(s) of this policy may be subject to corrective action, up to and including termination of employment.

[For further information, please reference the Safety, Health and Security Policy, and the Performance, Conduct and Corrective Action Policy in this Handbook.]

## Investigation, Privacy and Searches

~~June 1, 2008~~ November 18, 2009

Page 1 of 2

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### POLICY

It is the policy of The Central Texas Regional Mobility Authority to ensure a safe environment for employees and customers, and to ensure the efficient and proper operation of the business at all times.

To accomplish this objective, the CTRMA routinely monitors and records the use of its technology equipment, tools and systems, including internet, e-mail systems and voicemail systems.

From time to time, the Agency will need to search and inspect work areas for work-related reasons. Accordingly, the Agency reserves the right to inspect, search, and in appropriate circumstances, make electronic recordings in and around Agency-owned/leased structures and furniture, whether locked or unlocked, including offices, lockers, work cubicles, desks, file cabinets, computer databases, on-line services (e.g., the Internet), the electronic mail ("e-mail") and voicemail systems, work areas and storage areas on the premises or facilities of the CTRMA.

### PROCEDURES

Searches of Agency-owned structures and furniture (as outlined above) will be conducted by Agency management or its designee, from time to time, with or without prior notification and with or without the consent or presence of the employee.

Agency policy does not permit any employee to use a personal lock to secure any Agency-owned structures or furniture on the premises or facilities of the CTRMA.

Because employees have no right or expectation of privacy in Agency-owned structures, furniture, internet, e-mail and voicemail systems, employees are strongly encouraged to refrain from storing in or on Agency-owned property any personal item (including personal written material) which they do not wish to be inspected by Agency management.

Searches of employees' persons, clothing or personal effects, such as lunch bags/pails, purses, briefcases, attaches and vehicles will not be conducted without the employee's consent. However, an employee's refusal to permit a search of his/her person, personal effects, and personal container(s) upon the request of management may result in corrective action, up to and including termination of employment.

## Investigation, Privacy and Searches

~~June 1, 2008~~ November 18, 2009

~~Page 2 of 2~~

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Similarly, an employee's refusal to fully cooperate in an investigation conducted by management or a representative of management will be taken into consideration when making final decisions at the conclusion of such an investigation, and may result in corrective action, up to and including termination of employment.

**EMPLOYEE RECORDS  
AND TERMINATION OF EMPLOYMENT**

## Employee Records

~~June 1, 2008~~ November 18, 2009

Page 1 of 1

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### POLICY

The CTRMA's Human Resources Manager shall retain certain personnel records in order to comply with various federal, state and local laws, and to maintain other relevant information for each employee. The Agency makes every effort to balance each individual's right to privacy with the Agency's need to obtain, use and retain certain employment information.

Personnel records shall be treated privately and confidentially, to the degree permitted by law and their use for conducting normal business operations. Medical and benefits records/information shall be retained separately from the personnel records and shall not be made accessible to any person other than authorized human resources personnel and the employee.

### PROCEDURES

Personnel records are to contain information which is needed by the Agency to conduct its business or which is required by federal, state or local law. This information normally will include, but will not necessarily be limited to, the following:

- Application forms;
- Payroll information;
- Performance appraisals;
- Disciplinary records; and
- Work-related personal information.

Employees have a responsibility to keep their personnel information up-to-date and are to notify the Human Resources Manager in writing of any changes. Employees are generally allowed to inspect their own personnel records, with the exception of employment references. A request to do so should be directed to the Human Resources Manager, which will schedule a time for inspection that is convenient for both parties.

Third parties (banks, mortgage companies, etc.) who are seeking information concerning employees and former employees should be referred to the Human Resources Manager. The Human Resources Manager will comply with state laws (Texas Government Code §552.102) regarding confidentiality of employee information and will release to third parties only the dates of employment and position(s) held, unless the individual who is the subject of the inquiry provides written consent for the release of other relevant information.

Managers who receive verbal or written requests for personal or employment information about a current or former employee should refer these inquiries, without comment, to the Human Resources Manager.

## Leaving Employment with the Central Texas Regional Mobility Authority

~~June 1, 2008~~ November 18, 2009

Page 1 of 1

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### POLICY

Because The Central Texas Regional Mobility Authority is an at-will employer, employees may resign from the Agency at any time, for any reason. Similarly, the Agency reserves the right to terminate employment at any time, for any reason, with or without advance notice and with or without cause.

The CTRMA has established guidelines regarding termination of employment. Termination of employment includes voluntary discharges such as: employee resignation, retirement, and expiration of an employment contract; and involuntary discharges, such as reorganization, reduction-in-force, or discharge for cause.

### PROCEDURE

In order to ensure that the CTRMA remains a premier employer of choice, employees who voluntarily leave the Agency will normally be asked to schedule a confidential exit interview with the Human Resources Manager or his/her designee.

Generally, former employees who leave in good standing may be considered for re-employment. Former employees who were involuntarily discharged generally will not be considered for re-employment.

Employees are not permitted to use remaining vacation time as part of the notice period, unless specifically approved by the employee's manager.

Credited service/length of service for purposes of determining benefits eligibility is governed by the terms of each benefit plan.

The termination and discharge policy/procedures outlined in this policy are not all-inclusive, nor do they constitute a legal contract between the CTRMA and its employees. Employment with the CTRMA is on an at-will basis.



## EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received The Central Texas Regional Mobility Authority's (the "Agency's") Employee Handbook (the "Handbook"), either in electronic or paper format. I certify that I have read the complete Handbook, and have had an opportunity to ask a manager to answer my questions about the Handbook.

I understand that the Handbook serves as a set of guidelines only. Since no handbook or set of policies can anticipate every possible circumstance or situation that may arise in the workplace, I understand that individual circumstances may call for individual attention. I further understand that the contents of this Handbook may be changed at any time at the discretion of the Agency.

I understand that nothing contained in the Handbook or this acknowledgment page, in whole or in part, shall act as a contract or guarantee of employment. I understand that my employment with The Central Texas Regional Mobility Authority is at-will, and that because I am employed for no definite period of time, both the Agency and I retain the right to terminate the employment relationship at any time and for any reason. I also understand and agree that the Agency retains the right to demote, transfer, change my job duties, and change my compensation at any time with or without cause in its sole discretion. It is my further understanding that this "at will" employment relationship may not be changed by any written document or by any conduct unless such change is specifically acknowledged in writing by me and the Executive Director and/or Board of Directors of The Central Texas Regional Mobility Authority.

As a condition of initial and continued employment, I agree to abide by and adhere to the rules and regulations of the Agency at all times during the entire course of my employment.

In particular, I have read, understand and agree to abide by the Workplace Harassment Policy and the Code of Conduct Policy.

I understand that my signature below indicates that I have read and understand the above statements.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature/Date

**Original – Employee file**  
**Copy – Employee**

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

**RESOLUTION NO. 09-79**

**Procurement of Investment Banking Services**

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

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

WHEREAS, the CTRMA has adopted procurement policies (the "Procurement Policies") that provide for various methods for procurement of goods and services; and

WHEREAS, investment banking services are essential to the operations of the CTRMA and the financing of authority projects; and

WHEREAS, in Resolution No. 03-45, dated September 24, 2003, the CTRMA Board of Directors approved a list of firms available to provide investment banking services to the CTRMA as requested by the CTRMA; and

WHEREAS, in Resolution No. 09-56, dated August 26, 2009, the Board of Directors authorized CTRMA staff and its financial advisors to develop and issue an RFQ in accordance with the Procurement Policies for additional firms interested in providing investment banking services to the CTRMA; and

WHEREAS, CTRMA staff and its financial advisors have received and evaluated the RFQ responses and recommend that the firms listed on Attachment "A" be added to the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA; and

WHEREAS, the investment banking services market has experienced significant changes since the development of the original pool of investment banking firms and it is therefore further recommended that the firms listed on Attachment "B" be deleted from the pool of qualified and available investment banks.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes and approves the addition of the firms listed on Attachment "A" to the pool of investment banking firms qualified and available to provide investment banking services to the CTRMA and the Executive Director is authorized to negotiate and execute appropriate

agreements with the firms listed on Attachment "A" regarding each respective firm providing investment banking services to the CTRMA; and


BE IT FURTHER RESOLVED, that the investment banking firms listed on Attachment "B" be deleted from the pool of qualified and available investment banks.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-79  
Date Passed 11/18/09

**ATTACHMENT "A"**

**RESOLUTION NO. 09-79**

**LIST OF NEW APPROVED INVESTMENT BANKING FIRMS**

1. BOSC, Inc.
2. Coastal Securities, Inc.
3. Fidelity Investments
4. Jefferies & Company, Inc.
5. Wells Fargo Securities
6. Raymond James & Associates, Inc.
7. Rice Financial Products Company

It is clarified that certain investment banking firms currently on the approved list have been succeeded as follows and will continue to be on the approved list under their successor name:

1. Lehman Brothers is now Barclays Bank
2. Merrill Lynch & Co., Inc. is now Bank America Securities

**ATTACHMENT "B"**

**INVESTMENT BANKS TO BE DELETED FROM CTRMA POOL  
OF INVESTMENT BANKERS**

1. Bear Stearns & Co., Inc.
2. UBS Financial Services, Inc.
3. First Albany Corporation
4. Banc One Capital Markets, Inc

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

**RESOLUTION NO. 09-80**

**October 2009 Financial Report**

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 October 2009 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 October 2009, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November, 2009.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 09-80  
Date Passed 11/18/09

**Central Texas Regional Mobility Authority**

**Balance Sheet**

As of

October 31, 2009

October 31, 2008

**Assets**

**Current Assets**

Cash in Operating Fund		0.00		68,135.15
Regions Operating Account		58,998.66		0.00
Chase-Regions Trustee Account		0.00		3,600.96
Regions Trustee cash account		0.00		2,662.50
Cash In TexSTAR	29,489.95		1,307,787.07	
Money Market Payroll Account	0.00		3,493.37	
Regions Payroll Account	64,355.30		0.00	
Fidelity Government MMA	4,509,587.36		3,679,638.27	
Restricted Cash-TexStar	34,987,885.88		44,183,729.15	
Regions SIB account	55,002.95		0.00	
Overpayment accounts	3,789.09		0.00	
<b>Total Cash Equivalents</b>		<b>39,650,110.53</b>		<b>49,249,046.47</b>
Accounts Receivable	161,075.38		0.00	
Due From TTA	538,280.06		635,005.34	
Due From NTTA	28,852.65		19,245.60	
Due From HCTRA	41,373.45		35,311.50	
Interest Receivable	4,524.34		48,325.55	
<b>Total Receivables</b>		<b>774,105.88</b>		<b>737,887.99</b>
Certificates of Deposit		6,100,000.00		7,575,000.00
Agencies		1,000,000.00		1,005,923.71
Prepaid Insurance	77,277.82		87,587.83	
<b>Total Current Assets</b>		<b>47,660,492.89</b>		<b>58,655,446.00</b>

**Construction Work In Process**

**36,149,466.06**

**12,271,644.65**

**Fixed Assets**

Computers	1,228,344.92		1,205,203.69	
Accum Deprec-Computers	(974,849.59)	253,495.33	(608,670.68)	596,533.01
Computer Software	6,133,429.48		5,996,807.93	
Accumulated Amortization-Software	(2,884,438.30)	3,248,991.18	(1,547,468.02)	4,449,339.91
Furniture and Fixtures	102,134.95		102,134.95	
Accum Deprec-Furn & Fixtures	(57,797.80)	44,337.15	(38,991.58)	63,143.37
Equipment	100,517.93		76,177.93	
Accum Deprec-Equipment	(52,669.29)	47,848.64	(39,457.05)	36,720.88
Autos and Trucks	16,295.00		16,295.00	
Accum Deprec-Autos and Trucks	(9,739.53)	6,555.47	(5,431.68)	10,863.32
Buildings and Toll Facilities	7,062,332.11		7,062,332.11	
Accum Deprec-Buildings & Toll	(423,937.31)	6,638,394.80	(247,379.03)	6,814,953.08
Highways and Bridges	198,267,731.76		197,459,450.54	
Accum Deprec-Highways & Bridge	(12,283,136.23)	185,984,595.53	(7,325,537.21)	190,133,913.33
Communication Equipment	1,938,955.13		1,938,955.13	
Accum Deprec-Comm Equip	(483,815.54)	1,455,139.59	(287,144.12)	1,651,811.01
Toll Equipment	4,587,114.80		4,587,114.80	
Accum Deprec-Toll Equip	(1,110,313.08)	3,476,801.72	(648,531.72)	3,938,583.08
Signs	5,630,642.42		5,329,323.76	
Accum Deprec-Signs	(319,436.10)	5,311,206.32	(186,402.46)	5,142,921.30
Land Improvements	1,094,546.21		1,031,686.00	
Accum Deprec-Land Improv	(113,435.95)	981,110.26	(62,468.77)	969,217.23
Right of Way		23,685,553.05		22,704,834.88
Leasehold Improvements		69,308.63		75,160.15
<b>Total Fixed Assets</b>		<b>231,203,337.67</b>		<b>236,587,994.55</b>

## Other Assets

Security Deposits	9,483.30	9,483.30
Intangible Assets	650.00	650.00
2005 Bond Issuance Costs	8,295,757.95	8,601,525.06
2009 BAB Bond issue costs	477,905.92	0.00
<b>Total Assets</b>	<b>323,797,093.79</b>	<b>316,126,743.56</b>

## Liabilities

### Current Liabilities

Accounts Payable	4,151.51	63,696.79
Overpayments	3,925.96	0.00
Interest Payable	2,769,948.12	2,757,542.76
Due to other Funds	76,027.00	0.00
TCDRS Payable	23,673.73	22,215.83
Medical Reimbursement Payable	(1,598.32)	0.00
Due to State of Texas	756.42	32.04
<b>Total Current Liabilities</b>	<b>2,876,884.42</b>	<b>2,843,487.42</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137.00	205,137.00
Retainage Payable	144,776.71	64,537.19
Senior Lien Revenue Bonds 2005	171,364,253.68	170,521,942.82
Sn Lien Rev Bnd Prem/Disc 2005	5,032,215.50	5,198,367.21
Tot Sr Lien Rev Bond Pay Pre/D	0.00	175,720,310.03
TIFIA note 2008	72,129,124.37	68,603,696.00
2009 Regions Build America Bnd	15,000,000.00	0.00
2009 Region's BAB Discount	(54,166.65)	0.00
2009 BAB's Payable	14,945,833.35	0.00
Total Long Term Liabilities	<b>263,821,340.61</b>	<b>244,593,680.22</b>
<b>Total Liabilities</b>	<b>266,698,225.03</b>	<b>247,437,167.64</b>

## Net Assets Section

Contributed Capital	18,334,845.57	18,334,845.57
Net Assets beginning	41,137,451.62	52,851,625.09
Current Year Operations	(2,373,428.44)	(2,496,894.74)
<b>Total Net Assets</b>	<b>38,764,023.18</b>	<b>50,354,730.35</b>
<b>Total Liabilities and Net Assets</b>	<b>323,797,093.79</b>	<b>316,126,743.56</b>



## INVESTMENTS by FUND

**Balance  
October 31, 2009**

<b>Additional Projects Fund</b>			
TexSTAR	570.29		
Fidelity	62,603.19		
			63,173.48
<b>05 Construction Fund</b>			
TexSTAR	16,042.92		
Fidelity	0.20		
			16,043.12
<b>Renewal &amp; Replacement Fund</b>			
TexSTAR	653,694.29		
Fidelity	0.90		
CD's			
			653,695.19
<b>TxDOT Grant Fund</b>			
TexSTAR	9,235,833.92		
Fidelity	21,961.36		
CD's	3,100,000.00		
Agencies	1,000,000.00		
			13,357,795.28
<b>Subordinate Lien DS Fund</b>			
TexSTAR	0.00		
Fidelity	7,979.55		
			7,979.55
<b>Debt Service Reserve Fund</b>			
TexSTAR	10,889,405.28		
Fidelity	4.93		
CD's	3,000,000.00		
			13,889,410.21
<b>Debt Service Fund</b>			
TexSTAR	0.00		
Fidelity	2,500,125.94		
			2,500,125.94
<b>Other Obligations Fund</b>			
TexSTAR			
Fidelity	44,359.73		
			44,359.73
<b>Operating Fund</b>			
TexSTAR	29,489.95		
TexSTAR-Trustee	341,362.91		
Fidelity	2.63		
Region's SIB Loan MMA	55,002.95		
			425,858.44
<b>Revenue Fund</b>			
TexSTAR	619.36		
Fidelity	1,030,512.74		
			1,031,132.10
<b>General Fund</b>			
TexSTAR	10,201,623.59		
Fidelity	842,136.19		
			11,043,759.78
<b>09 Construction Fund</b>			
Fidelity	0.00		
TexSTAR	3,648,733.32		
			3,648,733.32
			46,682,066.14

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

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 10/31/2009	Of Budget	To Date 10/31/2008
Toll Revenue-TxTag-183A	17,250,000.00	4,837,436.36	28.04%	4,657,017.45
Toll Revenue-HCTRA-183A	565,000.00	176,918.05	31.31%	151,794.45
Toll Revenue-NTTA-183A	306,000.00	115,401.15	37.71%	78,709.50
Video Tolls	1,250,000.00	924,381.49	73.95%	223,835.39
Fee Revenue	812,500.00	417,392.50	51.37%	179,401.00
Operating Revenue	20,183,500.00	6,471,529.55	32.06%	5,783,205.13
Interest Income	900,000.00	103,680.03	11.52%	510,375.27
<b>Total Revenue</b>	<b>21,083,500.00</b>	<b>6,575,209.58</b>	<b>31.19%</b>	<b>6,296,516.73</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 10/31/2009	Of Budget	To Date 10/31/2008
Regular	1,827,602.00	498,693.32	27.29%	451,200.55
Part Time	22,000.00	0.00		0.00
Overtime	4,000.00	0.00		71.43
Contractual Employees	105,000.00	30,339.31	28.89%	4,449.75
TCDRS	273,122.00	68,689.17	25.15%	62,026.52
FICA	89,997.00	17,859.58	19.84%	19,085.21
FICA MED	27,602.00	7,077.02	25.64%	7,106.11
Health Insurance	200,700.00	50,182.00	25.00%	49,153.96
Life Insurance	6,215.00	1,685.13	27.11%	1,596.22
Auto Allowance	9,000.00	2,512.50	27.92%	3,000.00
Other Benefits	160,863.00	16,942.11	10.53%	15,870.09
Unemployment Taxes	1,980.00	11.70	0.59%	108.64
Salary Reserve	50,000.00	0.00		0.00
<b>Total Salaries &amp; Wages</b>	<b>2,778,081.00</b>	<b>693,991.84</b>	<b>24.98%</b>	<b>613,668.48</b>

**Contractual Services**

**Professional Services**

Accounting	9,000.00	2,646.08	29.40%	2,367.56
Auditing	45,000.00	36,842.00	81.87%	33,626.00
Engineering	0.00	-57,505.61		0.00
General Engineering Consultant	1,250,000.00	168,675.94	13.49%	132,128.06
General System Consultant	175,000.00	15,842.36	9.05%	66,048.46
Toll Collection contract	0.00	7,287.45		331,474.23
Image Processing	540,000.00	222,833.42	41.27%	0.00
Facility maintenance	75,000.00	28,764.52	38.35%	17,511.63
Facility management	0.00	11,533.38		4,788.32
Human Resources	15,000.00	252.11	1.68%	160.40
Legal	400,000.00	12,244.45	3.06%	7,538.31
Photography	15,000.00	6,347.65	42.32%	3,881.92
Traffic & Revenue Consultants	20,000.00	0.00		0.00
Transcripts	1,000.00	0.00		0.00
<b>Total Professional Services</b>	<b>2,545,000.00</b>	<b>455,763.75</b>	<b>17.91%</b>	<b>635,870.81</b>

Expenditures	Budget FY 2010	Actual Year To Date 10/31/2009	Percent Of Budget	Actual Year To Date 10/31/2008
<b>Other Contractual Services</b>				
IT Services	75,000.00	20,344.15	27.13%	11,443.57
Graphic Design Services	15,000.00	1,875.00	12.50%	0.00
Website Maintenance	20,000.00	5,978.50	29.89%	7,949.67
Research Services	30,000.00	0.00		3,500.00
Copy Machine	11,000.00	2,606.21	23.69%	2,553.28
Software licenses	23,000.00	6,661.80	28.96%	7,624.86
ETC system Maintenance	1,288,000.00	316,231.65	24.55%	106,830.94
ETC Development	125,000.00	3,706.00	2.96%	0.00
ETC Testing	30,000.00	0.00		945.00
Communications and Marketing	135,000.00	25,537.89	18.92%	5,783.37
Advertising	50,000.00	3,751.00	7.50%	3,091.92
Direct Mail	10,000.00	0.00		0.00
Video Production	10,000.00	0.00		3,400.00
Television	5,000.00	0.00		0.00
Radio	20,000.00	-30.00	-0.15%	0.00
Other Public Relations	2,500.00	0.00		0.00
Law Enforcement	230,000.00	56,207.78	24.44%	51,918.00
Special Assignments	10,000.00	0.00		0.00
Traffic Management	72,000.00	5,999.50	8.33%	5,459.48
Emergency Maintenance	10,000.00	0.00		0.00
Roadway Maintenance Contract	200,000.00	925.00	0.46%	60,680.39
Landscape Maintenance	240,000.00	27,185.86	11.33%	3,034.00
Signal & Illumination Maintenance	250,000.00	87,134.00	34.85%	26,343.00
Mowing and Litter Control	350,000.00	0.00		104,582.74
Hazardous Material Cleanup	10,000.00	0.00		0.00
Striping	30,000.00	0.00		0.00
Graffiti Removal	10,000.00	800.00	8.00%	936.00
Cell Phones	8,600.00	1,961.19	22.80%	1,583.32
Local	22,000.00	3,202.26	14.56%	5,032.33
Long Distance	1,000.00	67.40	6.74%	103.18
Internet	6,060.00	612.00	10.10%	1,016.40
Fiber Optic System	63,000.00	8,422.76	13.37%	10,206.25
Other Communication Expense	2,150.00	372.99	17.35%	725.26
Subscriptions	2,250.00	0.00		0.00
Memberships	24,900.00	2,715.00	10.90%	3,620.00
Continuing Education	2,000.00	0.00		0.00
Professional Development	10,550.00	0.00		0.00
Seminars and Conferences	32,500.00	7,010.00	21.57%	12,847.59
Staff-Travel	80,500.00	15,527.81	19.29%	22,319.50
TxTag Collection Fees	1,480,000.00	211,821.60	14.31%	9,318.64
Contractual Contingencies	249,500.00	0.00		475.00
<b>Total Other Contractual Services</b>	<b>5,246,510.00</b>	<b>816,627.35</b>	<b>15.57%</b>	<b>473,323.69</b>
<b>Total Contractual Expenses</b>	<b>7,791,510.00</b>	<b>1,272,391.10</b>	<b>16.33%</b>	<b>1,109,194.50</b>

Expenditures	Budget FY 2010	Actual Year To Date 10/31/2009	Percent Of Budget	Actual Year To Date 10/31/2008
Books & Publications	13,100.00	1,882.96	14.37%	3,715.44
Office Supplies Expense	16,000.00	510.70	3.19%	492.58
Computer Supplies Expense	4,500.00	122.06	2.71%	1,190.99
Copy Supplies Expense	2,000.00	23.85	1.19%	277.35
Annual Report Printing	10,000.00	0.00		0.00
Other Printed Reports	20,500.00	11,567.01	56.42%	965.00
Direct Mail-printing Expense	10,000.00	0.00		0.00
Office Supplies-printed	1,000.00	0.00		27.25
Maintenance Supplies Expense	100.00	0.00		0.00
Promotional Items expense	10,000.00	0.00		0.00
Displays	5,000.00	0.00		0.00
Tools & Equipment Expense	1,650.00	0.00		313.05
Misc Materials & Supplies	3,500.00	2,454.88	70.14%	14.08
<b>Total Materials &amp; Supplies Exp</b>	<b>127,350.00</b>	<b>16,561.46</b>	<b>13.00%</b>	<b>6,995.74</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 10/31/2009	Of Budget	To Date 10/31/2008
<b>Operating Expenses</b>				
Gasoline Expense	4,500.00	625.79	13.91%	1,410.51
Mileage Reimbursement	13,100.00	1,622.11	12.38%	1,512.75
Toll Tag Expense	3,275.00	448.97	13.71%	723.54
Parking	37,900.00	6,007.90	15.85%	11,444.38
Meeting Facilities	1,050.00	0.00		0.00
Community Events	5,000.00	500.00	10.00%	0.00
Meeting Expense	5,500.00	681.03	12.38%	809.31
Public Notices	3,300.00	200.00	6.06%	0.00
Postage	8,100.00	-431.45	-5.33%	180.00
Overnight Delivery Services	2,350.00	125.98	5.36%	68.17
Local Delivery Services	3,700.00	155.70	4.21%	646.69
Insurance	140,300.00	38,189.45	27.22%	45,680.21
Repair and Maintenance	500.00	218.00	43.60%	0.00
Repair & Maintenance-Vehicles	1,000.00	62.78	6.28%	205.77
Repair and Maintenance Toll Equip	15,000.00	1,030.00	6.87%	0.00
Rent	205,000.00	64,057.36	31.25%	62,452.08
Water	7,500.00	918.50	12.25%	1,182.28
Electricity	121,700.00	16,506.13	13.56%	28,478.05
Amortization Expense	1,397,000.00	407,280.92	29.15%	417,181.92
Dep Exp- Furniture & Fixtures	19,000.00	6,242.18	32.85%	6,305.94
Dep Expense - Equipment	16,440.00	4,792.57	29.15%	6,288.27
Dep Expense - Autos & Trucks	4,500.00	1,311.08	29.14%	1,357.92
Dep Expense-Buildng & Toll Fac	160,000.00	58,852.76	36.78%	58,852.76
Dep Expense-Highways & Bridges	5,504,000.00	1,655,327.90	30.07%	2,064,717.40
Dep Expense-Communic Equip	197,000.00	65,557.14	33.28%	65,557.14
Dep Expense-Toll Equipment	465,000.00	153,927.12	33.10%	153,927.12
Dep Expense - Signs	135,000.00	44,422.70	32.91%	43,953.80
Dep Expense-Land Improvemts	49,500.00	17,194.62	34.74%	15,961.26
Depreciation Expense-Computers	365,000.00	122,778.81	33.64%	121,896.91
Other Licenses	1,100.00	235.00	21.36%	235.00
Community Initiative Grants	75,000.00	0.00		25,000.00
<b>Total Operating Expense</b>	<b>8,967,315.00</b>	<b>2,668,841.05</b>	<b>29.76%</b>	<b>3,136,029.18</b>
<b>Financing Expenses</b>				
Arbitrage Rebate	4,000.00	0.00		2,500.00
Bond Issuance Expense	718,000.00	242,436.40	33.77%	92,324.28
Loan Fees	11,000.00	0.00		11,500.00
Bond Issuance Cost	25,000.00	5,000.00	20.00%	0.00
Trustee Fees	2,000.00	0.00		0.00
Bank Fees	25,000.00	2,005.13	8.02%	7,660.53
Interest Expense	18,003,743.00	4,047,411.04	22.48%	3,813,538.76
Contingency	30,000.00	0.00		0.00
<b>Total Financing Expense</b>	<b>18,818,743.00</b>	<b>4,296,852.57</b>	<b>22.83%</b>	<b>3,927,523.57</b>
<b>Total Expenses</b>	<b>38,482,999.00</b>	<b>8,948,638.02</b>	<b>23.25%</b>	<b>8,793,411.47</b>
<b>Net Income</b>	<b>-17,399,499.00</b>	<b>-2,373,428.44</b>		<b>-2,496,894.74</b>



Amount of Investments As of October 30, 2009

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	3133XTB88	1,000,000.00	1,000,000.00	1,002,810.00	1.05%	3/6/2009	3/5/2010	TXDOT Grant Fund
		<u>1,000,000.00</u>	<u>1,000,000.00</u>	<u>1,002,810.00</u>				

Agency	CUSIP #	COST	Cummulative Amortization	9/30/2009 Book Value	Maturity Value	Interest Income October 2009	Interest Earned
Federal Home Loan Bank	3133XTB88	1,000,000.00		1,000,000.00	1,000,000.00	\$ 875.00	\$ 875.00
		<u>1,000,000.00</u>	<u>0.00</u>	<u>1,000,000.00</u>	<u>1,000,000.00</u>	<u>875.00</u>	<u>875.00</u>

October 09 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	October 09 Interest	Cummulative Interest Earned	Cummulative Interest Received	FUND
Regions Bank	CDRB25367	3,000,000	0.85%	6/30/2009	3/28/2010	\$ 2,095.89	\$ 8,453.43	\$ 8,453.43	TxDOT Grant Fund
Regions Bank	CDRB21804	<b>Matured</b>	1.98%	3/11/2009	10/11/2009	\$ 162.74	\$ 1,323.62	\$ 1,323.62	TxDOT Grant Fund
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010				TxDOT Grant Fund
Frost Bank	CD99919266	3,000,000	0.30%	10/5/2009	4/3/2010				Debt Service Reserve Fund
		<u>6,100,000</u>				<u>2,258.63</u>	<u>9,777.05</u>	<u>9,777.05</u>	



## INVESTMENTS by FUND

		Balance October 31, 2009
<b>Additional Projects Fund</b>		
TexSTAR	570.29	
Fidelity	62,603.19	
		63,173.48
<b>05 Construction Fund</b>		
TexSTAR	16,042.92	
Fidelity	0.20	
		16,043.12
<b>Renewal &amp; Replacement Fund</b>		
TexSTAR	653,694.29	
Fidelity	0.90	
CD's		
		653,695.19
<b>TxDOT Grant Fund</b>		
TexSTAR	9,235,833.92	
Fidelity	21,961.36	
CD's	3,100,000.00	
Agencies	1,000,000.00	
		13,357,795.28
<b>Subordinate Lien DS Fund</b>		
TexSTAR	0.00	
Fidelity	7,979.55	
		7,979.55
<b>Debt Service Reserve Fund</b>		
TexSTAR	10,889,405.28	
Fidelity	4.93	
CD's	3,000,000.00	
		13,889,410.21
<b>Debt Service Fund</b>		
TexSTAR	0.00	
Fidelity	2,500,125.94	
		2,500,125.94
<b>Other Obligations Fund</b>		
TexSTAR		
Fidelity	44,359.73	
		44,359.73
<b>Operating Fund</b>		
TexSTAR	29,489.95	
TexSTAR-Trustee	341,362.91	
Fidelity	2.63	
Region's SIB Loan MMA	55,002.95	
		425,858.44
<b>Revenue Fund</b>		
TexSTAR	619.36	
Fidelity	1,030,512.74	
		1,031,132.10
<b>General Fund</b>		
TexSTAR	10,201,623.59	
Fidelity	842,136.19	
		11,043,759.78
<b>09 Construction Fund</b>		
Fidelity	0.00	
TexSTAR	3,648,733.32	
		3,648,733.32
		46,682,066.14



## Monthly Newsletter - October 2009

### Performance

#### As of October 31, 2009

Current Invested Balance	\$5,268,497,948.76
Weighted Average Maturity (1)	53 Days
Weighted Average Maturity (2)	73 Days
Net Asset Value	1.000384
Total Number of Participants	696
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$1,151,806.71
Management Fee Collected	\$223,227.92
% of Portfolio Invested Beyond 1 Year	1.95%
Standard & Poor's Current Rating	AAAm

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

#### October Averages

Average Invested Balance	\$5,219,563,283.01
Average Monthly Yield, on a simple basis	0.2095%
Average Weighted Average Maturity (1)*	49 Days
Average Weighted Average Maturity (2)*	71 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 397 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.

### New Participants

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

- ★ Bushland ISD

### Holiday Reminder

Please note in observance of the **Veterans Day holiday**, **TexSTAR will be closed on Wednesday, November 11, 2009**. All ACH transactions initiated on Tuesday, November 10th will settle on Thursday, November 12th.

Also in observance of the **Thanksgiving Day holiday**, **TexSTAR will be closed on Thursday, November 26, 2009**. All ACH transactions initiated on Wednesday, November 25th, will settle on Friday, November 27th. Notification of any early transaction deadlines on the day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

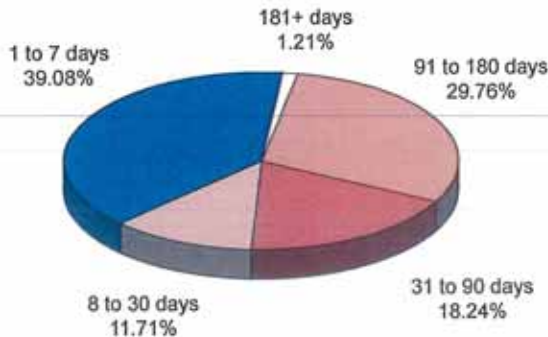
The deepest and longest post-war recession ended in the third quarter, with real GDP growing 3.5%. While this growth is tepid given the historical record of economic recoveries, the breadth of gains in the third quarter was impressive. Consumer spending and residential investment posted notable gains after many quarters of deep contraction. To be sure, there were footprints of policy actions throughout this growth, including "cash for clunkers", earlier tax rebates and fiscal stimulus, the first-time homeowner tax credit and monetary policy. Monetary policy is expected to support favorable financial conditions. Indeed, financial conditions eased rapidly in the third quarter. As a result, the earlier easing in monetary conditions is now beginning to have a more powerful influence on the economy. Real consumer spending advanced 3.4% at an annual rate, the best performance since first quarter 2007. With temporary supports to disposable income now gone and savings levels high, labor income will be the principal driver of spending going forward. It is typical for policy supports to buoy activity during early stages of a recovery. The key question is whether the recovery is gaining traction. It appears the answer is yes but an important risk remains: decided weakness in labor income. Only a gradual turnaround is expected in the labor market. Along with tight credit, this forms the basis for a relatively sluggish recovery. Slack in the economy will very likely lead to further disinflation and, along with a high unemployment rate, should lead the Fed to remain on hold through the second half of 2010. The size of the Fed's balance sheet will remain a function of the amount of credit easing it deems necessary and will likely remain elevated as the Fed's programs slowly unwind. The path of credit and financial conditions will primarily dictate the shape of the recovery or perhaps even a renewed retrenchment.

This information is an excerpt from an economic report dated October 2009 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

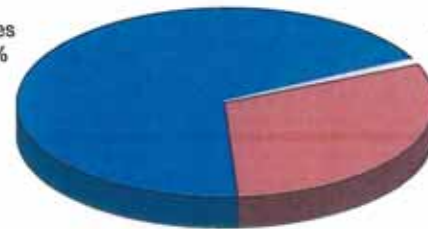
For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).

## Information at a Glance

### Portfolio by Type of Investment As of October 31, 2009



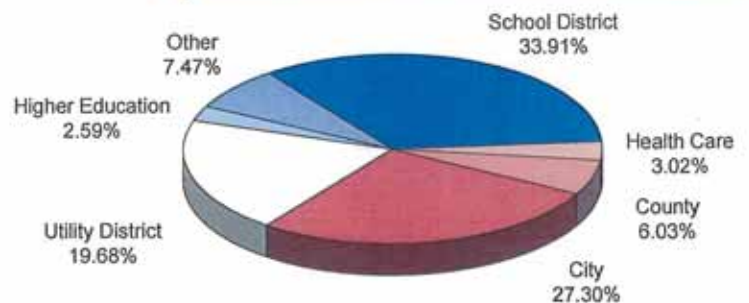
Agencies  
68.69%



Treasuries  
0.83%

Repurchase  
Agreements  
30.48%

### Portfolio by Maturity As of October 31, 2009



### Distribution of Participants by Type As of October 31, 2009

## Performance

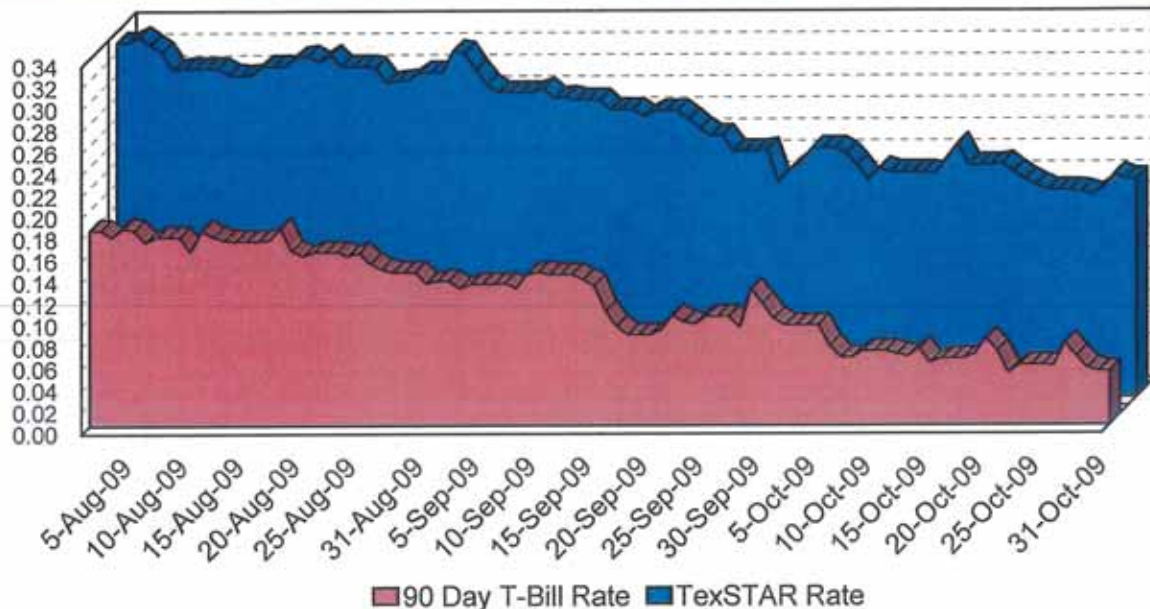
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 09	0.2095%	\$ 5,268,497,948.76	\$ 5,270,536,424.50	1.000384	49	71	696
Sep 09	0.2629%	5,340,224,912.87	5,342,464,587.80	1.000419	48	71	695
Aug 09	0.3089%	5,139,063,427.24	5,141,481,459.68	1.000470	49	75	693
Jul 09	0.3232%	5,376,443,555.63	5,378,994,696.96	1.000467	47	75	687
Jun 09	0.3693%	5,656,879,809.73	5,659,853,015.76	1.000525	47	76	684
May 09	0.4462%	5,532,083,366.30	5,535,302,549.55	1.000581	46	75	679
Apr 09	0.4984%	5,647,217,828.45	5,650,940,345.36	1.000659	50	79	677
Mar 09	0.5945%	5,660,835,069.45	5,663,620,225.62	1.000492	50	77	673
Feb 09	0.7053%	6,132,498,993.34	6,134,995,172.40	1.000402	48	72	670
Jan 09	0.9005%	5,676,377,612.45	5,680,297,695.81	1.000683	50	78	667
Dec 08	1.3793%	4,993,884,782.18	4,999,322,863.96	1.001075	48	81	664
Nov 08	1.5651%	4,516,705,034.64	4,520,414,835.22	1.000821	37	76	663
Oct 08	1.7825%	4,653,785,653.26	4,652,712,677.18	0.999727	39	82	659

## Portfolio Asset Summary as of October 31, 2009

	Book Value	Market Value
Uninvested Balance	\$ 738.05	\$ 738.05
Accrual of Interest Income	2,025,560.75	2,025,560.75
Interest and Management Fees Payable	(1,181,900.70)	(1,181,900.70)
Payable for Investment Purchased	(123,003,343.54)	(123,003,343.54)
Repurchase Agreements	1,643,220,000.00	1,643,220,000.00
Government Securities	3,747,436,894.20	3,749,475,369.94
<b>Total</b>	<b>\$ 5,268,497,948.76</b>	<b>\$ 5,270,536,424.50</b>

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



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness October be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

## Daily Summary for October 2009

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Oct-09	0.2183%	0.000005982	\$5,302,061,471.70	1.000436	46	68
2-Oct-09	0.2314%	0.000006341	\$5,280,728,152.60	1.000426	44	66
3-Oct-09	0.2314%	0.000006341	\$5,280,728,152.60	1.000426	44	66
4-Oct-09	0.2314%	0.000006341	\$5,280,728,152.60	1.000426	44	66
5-Oct-09	0.2263%	0.000006200	\$5,280,728,868.83	1.000423	48	69
6-Oct-09	0.2156%	0.000005908	\$5,259,530,357.74	1.000420	46	67
7-Oct-09	0.2013%	0.000005515	\$5,224,791,873.47	1.000430	48	70
8-Oct-09	0.2122%	0.000005813	\$5,201,735,409.76	1.000426	48	70
9-Oct-09	0.2087%	0.000005718	\$5,210,939,587.28	1.000416	45	68
10-Oct-09	0.2087%	0.000005718	\$5,210,939,587.28	1.000416	45	68
11-Oct-09	0.2087%	0.000005718	\$5,210,939,587.28	1.000416	45	68
12-Oct-09	0.2087%	0.000005718	\$5,210,939,587.28	1.000416	45	68
13-Oct-09	0.2071%	0.000005675	\$5,188,547,284.05	1.000419	45	67
14-Oct-09	0.2210%	0.000006056	\$5,166,120,543.85	1.000408	50	72
15-Oct-09	0.2345%	0.000006426	\$5,181,099,103.97	1.000388	50	72
16-Oct-09	0.2154%	0.000005901	\$5,142,523,953.96	1.000382	51	73
17-Oct-09	0.2154%	0.000005901	\$5,142,523,953.96	1.000382	51	73
18-Oct-09	0.2154%	0.000005901	\$5,142,523,953.96	1.000382	51	73
19-Oct-09	0.2171%	0.000005948	\$5,124,119,965.37	1.000386	52	74
20-Oct-09	0.2089%	0.000005724	\$5,132,522,592.15	1.000371	54	76
21-Oct-09	0.2019%	0.000005532	\$5,135,414,237.32	1.000380	54	76
22-Oct-09	0.1965%	0.000005384	\$5,205,421,639.41	1.000376	53	74
23-Oct-09	0.1920%	0.000005261	\$5,194,912,892.14	1.000364	51	73
24-Oct-09	0.1920%	0.000005261	\$5,194,912,892.14	1.000364	51	73
25-Oct-09	0.1920%	0.000005261	\$5,194,912,892.14	1.000364	51	73
26-Oct-09	0.1904%	0.000005217	\$5,273,891,688.33	1.000361	52	72
27-Oct-09	0.1875%	0.000005137	\$5,333,556,125.41	1.000365	52	72
28-Oct-09	0.1936%	0.000005303	\$5,286,670,386.71	1.000393	52	73
29-Oct-09	0.2060%	0.000005643	\$5,275,000,982.54	1.000380	55	75
30-Oct-09	0.2020%	0.000005533	\$5,268,497,948.76	1.000384	53	73
31-Oct-09	0.2020%	0.000005533	\$5,268,497,948.76	1.000384	53	73
Average	0.2095%	0.000005739	\$5,219,563,283.01		49	71

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>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 &amp; Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)

