

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

**RESOLUTION NO. 07-48**

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 identified the proposed 183-A turnpike as its initial project in the petition filed under the RMA Rules; and

WHEREAS, the CTRMA has approved various work authorizations for its General Engineering Consultant (the "GEC") to pursue work necessary for the development of 183-A; and

WHEREAS, in Resolution No. 03-46, dated September 24, 2003, the CTRMA Board of Directors approved Work Authorization No. 3.1 concerning additional technology services related to project development; and

WHEREAS, in Resolutions Nos. 04-44, 05-68, 06-36, 06-51 and 07-13, the CTRMA Board of Directors approved, respectively, Supplements Nos. 1, 2, 3, 4 and 5 to Work Authorization 3.1 and the CTRMA Board of Directors is considering approval of other Supplements to Work Authorization 3.1 under other action at this Board meeting; and


WHEREAS, the GEC has requested approval of Supplement 7 to Work Authorization No. 3.1 related to providing certain additional technology services related to the project; and

WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Supplement No. 7 to Work Authorization No. 3.1, attached hereto as Attachment "A", and the cost thereof is necessary and appropriate to pursue the development of 183-A and other CTRMA turnpike projects.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 7 to Work Authorization No. 3.1, attached hereto as Attachment "A", provided that any work commenced under the Supplement 7 to Work Authorization No. 3.1 be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2007.

Submitted and reviewed by:

  
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Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 07-48  
Date Passed 08/29/07

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 07-48**

**Supplement No. 7 to GEC Work Authorization 3.1**

**EXHIBIT B**

**WORK AUTHORIZATION NO. 3.1**

**SUPPLEMENT NO. 7**

This Supplement No. 7 to Work Authorization No. 3.1 is made as of this 29th day of August, 2007, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). The contract award amount of this Work Authorization Supplement is \$175,562.00. This Supplemental Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

*Additional Technology Services*

The following terms and conditions of Work Authorization No. 3.1 are hereby amended, as follows:

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Refer to Attachment A – Scope of Work

A.2. The following Services are not included in this Supplement No. 7 to Work Authorization No. 3.1, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

N/A

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

Refer to 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 shall be complete within three (3) months from the date this Supplement No. 7 to Work Authorization No. 3.1 becomes effective.

**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 **\$175,562.00**, based on Attachment B – Fee Estimate. This will increase the not to exceed compensation amount for Work Authorization No. 3.1 from **\$6,150,977.00 to \$6,326,539.00**. 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 Owner.

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: ROBERT E. TESCH

By: RICHARD L. RIDINGS

Signature: 

Signature: 

Title: CHAIRMAN

Title: VICE PRESIDENT

Date: 8/29/07

Date: 8/28/2007

General Counsel Approval: 

**CENTRAL TEXAS RMA****ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 7****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)**

The services to be provided by the GEC under this scope are additional Technology Services.

**I. ADDITIONAL TECHNOLOGY SERVICES**

The GEC will continue to assist the Authority in the general and administrative oversight, project management, review of deliverables, testing and reporting, development and review of the maintenance agreement, electronic data management and general technology assistance. This includes reviewing various documents, scheduling and attending all necessary meetings and technical reviews, project coordination, and providing direct support for testing and reporting. Furthermore, the GEC will provide all technical review and oversight of all work products and submittals for the design and development of the toll collection system for CTRMA. In regard to this task, the GEC will:

**A. General and Administrative Oversight**

Review, comment and resolve issues with Caseta deliverables; attend technical reviews; attend coordination meetings with HCC, Caseta and TTA; provide software development oversight; provide technical expertise to review Caseta's product and progress specific to Caseta's overall systems implementation.

**B. Project Management**

Review Developer and System Integrator schedule as it applies to the implementation of the toll collection system; organizing and attending applicable meetings; review Caseta progress reports; review, track, negotiate and review/recommend payment of SI invoices; provide routine inventory inspections; create and review and both owner and SI initiated change orders; monthly progress reports will include a series of narrative descriptions and graphs detailing tasks accomplished issues of concern, schedule status, budget status, and future activities. Prior to submittal of this information to the CTRMA, and progress reports. This final review will be conducted by the GEC Project Manager and the Project Engineer responsible for project controls; the final acceptance will be documented on the CTMRA Certification cover sheet prior to submittal to the CTRMA.

**C. Review of Deliverables**

Review, comment and verify the completion of the requirements matrix, operational test plan, acceptance test plan, maintenance plan, user manuals, disaster recovery plan,

QA/QC plan, violation pre-processing, Commissioning documentation, training manuals and HDDD/SDDD updates.

**D. Testing and Reporting**

Provide support for transactional and revenue reconciliation and reporting, operational testing, acceptance testing, continued testing of TTA and other peer agency interfaces, violation pre-processing testing. Provide whatever direct and indirect support is necessary to assist CTRMA, Caseta and RapidTolls in completing the required testing.

**E. Development and Review of the Maintenance Agreement**

Assist with the writing and review of the final, comprehensive toll systems maintenance agreement.

**F. Electronic Data Management System**

Track all correspondence, submittals, RFI's, schedules and other relative information. The GEC will provide ProCIMS hardware and software and personnel to maintain the system to support this task.

**G. General Technology Assistance**

Provide general technology assistance as requested by the CTRMA.

CTRMA GEC  
 HNTB Corporation - MANHOUR BREAKDOWN  
 August 29, 2007

PROJECT NO. 38773, CTRMA  
 WORK AUTHORIZATION NO. 3.1  
 SUPPLEMENT NO. 7

## Technology Services

<i>Task</i>	<i>Work Description</i>	<i>(Labor Rates)</i>	MANHOURS							TOTAL HRS								
			<i>A</i>	<i>B1</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F1</i>		<i>F</i>							
		\$	79.00	\$	79.00	\$	65.00	\$	55.00	\$	42.00	\$	32.00	\$	32.00	\$	22.00	
A	General and Administrative Oversight			48		24		24										96
B	Project Management			48		24		24										96
C	Review of Deliverables			40		120		60										220
D	Testing and Reporting			120		140		40										300
E	Development and Review of Maintenance Contract					16												16
F	Electronic Data Management System					32		8										40
G	General Technology Assistance			8		12		20										40
<b>TOTAL GEC TEAM DIRECT LABOR</b>			0	264	368	176	0	0	0	0	0	0	0	0	0	0	0	808
<i>% Total by Classification</i>			0.00%	32.67%	45.54%	21.78%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

Labor Costs	\$	-	\$	20,856	\$	23,920	\$	9,680	\$	-	\$	-	\$	-	\$	-	\$	-	\$	54,456	
Overhead Costs	155.59%	\$	-	\$	32,450	\$	37,217	\$	15,061	\$	-	\$	-	\$	-	\$	-	\$	-	\$	84,728
Profit	15.00%	\$	-	\$	7,996	\$	9,171	\$	3,711	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20,878
<b>Total Loaded Labor</b>		\$	-	\$	61,302	\$	70,308	\$	28,452	\$	-	\$	-	\$	-	\$	-	\$	-	\$	160,062

Direct Expenses	Cost
Printing	\$ -
Communication	\$ 500
Travel	\$ 15,000
<b>Total Direct Expenses</b>	<b>\$ 15,500</b>
<b>Total Loaded Labor</b>	<b>\$ 160,062</b>
<b>Total Direct Expenses</b>	<b>\$ 15,500</b>
<b>Total</b>	<b>\$ 175,562</b>