

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

**RESOLUTION NO. 09-86**

**HNTB GEC Scope of Services/Work Authorization No. 3 for  
Indenture and Operations Oversight**

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 assisting the Authority in meeting its Trust Indenture Obligations, assistance in managing operations and maintenance contracts, support in preparation of driveway and utility permits, support in contract development, review and administration, assistance with technology systems and communications networks management, supporting public information & community development; general program development services, as well as other services as requested by the CTRMA (collectively and individually, the "GEC Operations and Indenture Services"); and

WHEREAS, Work Authorization No. 3 to the New GEC Agreement, including a Scope of Services ("Work Authorization No. 3") describing the GEC Operations and Indenture Services to be to be provided to the CTRMA has been developed and is in substantially the form attached hereto as Attachment "A", and such Work Authorization No. 3 establishes an amount to be paid as compensation for the GEC Operations and Indenture Services; and


WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 3 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Work Authorization No. 3 and the related Scope of Services in substantially the form attached hereto as Attachment "A"; and


BE IT FURTHER RESOLVED, that Work Authorization No. 3 and the related Scope of Services may be executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 3 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 17<sup>th</sup> day of December, 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 09-86  
Date Passed 12/17/09

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 09-86**  
**HNTB GEC Scope of Services/Work Authorization No. 3**

**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF SERVICES**  
**WORK AUTHORIZATION NO. 3**

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

**General**

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2010.

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in meeting the Trust Indenture Obligations; general engineering assistance; assistance in managing operations and maintenance contracts; project engineering feasibility services; support in contract development, review and administration; assistance with technology systems and communications networks management; general project development services; supporting public information & community development; special activities/tasks; and any additional activities as requested.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

**1) TRUST INDENTURE OBLIGATIONS**

The GEC shall serve as the Authority's "General Engineering Consultant" as defined and set forth in current and future Authority Trust Agreements, performing the responsibilities of the General Engineering Consultant as assigned by the Trust Indenture, the related Bond Resolutions and amending and supplemental resolutions thereto. These responsibilities include, but not limited to, the following:

- a) In connection with the issuance of any "Additional Bonds" under future Authority bond issues, issue such certificates as are required to be delivered by the Authority's GEC, including a certificate setting forth the GEC's opinions as to the following for each of the fiscal years specified in the Trust Agreement ensuing the Estimated Date of Completion, or in the case of refunding bonds, next ensuing date of said certificate, all as more specifically described in the Trust Agreements:
  - 1) The aggregate estimated amount of the cost of the acquisition or construction of the project for which the bonds are to be issued;
  - 2) The estimated date on which said project will be placed in operation (the "Estimated Date of Completion");
  - 3) The estimated amount of "Operating Expenses", as defined in the existing Trust Agreement.

- b) In connection with the Authority's acquisition of toll collection equipment, evaluate, and if appropriate, issue a written opinion regarding the Authority's entering into lease-purchase or lease-rental agreements for the acquisition of such equipment, all as more specifically described in the Trust Agreements.
- c) In connection with the Authority's acquisition by condemnation, or by a means other than condemnation, of any real property or other property, provide a signed statement certifying that in the GEC's opinion the acquisition of such property is necessary or advisable in connection with the construction, operation or maintenance of the applicable project, all as more specifically described in the Trust Agreements.
- d) In connection with all items payable on account of all obligations incurred for construction or engineering work (other than that performed by the GEC) and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility, railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, provide a statement signed by the GEC and attached to or made a part of such requisition, certifying that each such obligation has been properly incurred and is then due and unpaid, that such obligation is a proper charge against the "Construction Fund" or similar term, as defined in the Trust Agreements, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the GEC, all as more specifically described in the Trust Agreements.
- e) Renewal and Replacement Fund: In conjunction with disbursement of monies held for the credit of the Renewal and Replacement Fund, review and approve payment of the cost of repairs or replacements resulting from an emergency caused by some extraordinary occurrence so characterized by a certificate stating that the monies in the Reserve Fund and insurance proceeds, if any, available therefore are insufficient to meet such emergency.
- f) In connection with the Authority's construction of any project, prepare quarterly progress reports in connection with the construction of that project, and in connection with such construction including current projections with respect to:
  - 1) the date on which such Project will be opened for traffic, unless such Project shall have been opened for traffic prior to the date of such report;
  - 2) the date on which the construction of such Project will be completed;
  - 3) the Cost of such Project; and
  - 4) the amount of funds required each six (6) months during the remaining estimated period of construction to pay the costs of the Project exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs, all as more specifically described in the Trust Agreements. Schedules and projects of the cost to complete may be provided by others.

- g) In connection with the completion of a project and the disposition of the balance in the Construction Fund:
  - 1) Review and approve the certification stating the date of such completion and signed by the Authority; and
  - 2) Issue a certificate stating the amount, if any, required in the GEC's opinion for the payment of any remaining part of the cost of the project, all as specifically described in the Trust Agreements.
- h) In connection with the issuance by the Authority's Traffic Engineers of a certificate regarding a proposed toll collecting plan and/or schedule of rates, issue a certificate stating the opinion of the GEC as to the amount of "Operating Expenses" or similar term, as defined in the Trust Agreements, during any pertinent fiscal year or period, assuming that the proposed plan for toll collecting facilities or schedule of rates of tolls had been in effect during such pertinent fiscal year or period, all as more specifically described in the Trust Agreements.
- i) Reconstruction, Application of Insurance Proceeds; If any material portion of the System shall be damaged or destroyed, the Authority shall, unless the Authority determines that it would not be beneficial to the System, as expeditiously as possible, cause the reconstruction or replacement thereof to be prosecuted continuously and diligently in accordance with plans and specifications approved by the GEC and the Authority if such plans and specifications are deemed necessary by such GEC and the Authority.
- j) Review and provide appropriate comments regarding the Authority's Annual Operating Budget prepared by the Authority, all as more specifically described in the Trust Agreements.
- k) Review and provide appropriate comments regarding the Authority's Annual Maintenance Budget prepared by the Authority, all as more specifically described in the Trust Agreements.
- l) Provide comments regarding the amounts to be established for the Authority's Annual Capital Budget for the ensuing Fiscal Year. The Annual Capital Budget prepared by the Authority will detail the Authority's planned capital expenditures during the ensuing Fiscal Year and the portion of capital expenditures expected to be funded from the Renewal and Replacement Fund. The Annual Capital Budget for each Fiscal Year shall include the expected beginning balance in the Renewal and Replacement Fund, the amounts to be transferred by the Trustee to the Renewal and Replacement Fund from the Revenue Fund, the amount of proceeds of Obligations expected to become available during the Fiscal Year, and the desired year-end balance in the Renewal and Replacement Fund, and shall be in the amount recommended.
- m) In connection with any notices, reports, or other instruments provided to the GEC by the Authority, the Trustee or others pursuant to the Trust Agreement, review such notices and promptly provide the Authority with review comments.
- n) In connection with the drafting of any offering document or document used in connection with the Authority's continuing disclosure obligation under the Securities and Exchange Commission Rule 15c(2)(12), the GEC will review the sections pertaining to:
  - 1) The description of the GEC;
  - 2) The status of toll projects; and
  - 3) The status of operation and maintenance of toll projects.

Following review of the applicable sections, GEC shall certify as to the correctness of the statements regarding (1) through (3) above.

The GEC will consent to the Authority's inclusion, transmittal or other use of any and all reports submitted to the Authority regarding the construction, operation, or maintenance of toll projects.

- o) To the extent requested, the GEC will attend and participate in meetings with credit rating agencies and prospective purchasers, underwriters or insurers of the Authority's bonds.
- p) Make a visual inspection of the physical condition of all elements of the System following the Substantial Completion of the initial Project funded with the Obligations. Bridge inspections for the National Bridge Inspection Program (NBI), in accordance with applicable Federal law, will be conducted by TxDOT, and it is anticipated that copies of all reports will be provided to CTRMA for their files.
  - 1) Obtain and review existing information pertaining to the conditions of the facilities and prepare a detailed inspection report identifying the conditions encountered.
  - 2) Refine, as appropriate, inspection procedures which shall be subject to review and approval by the Authority.
  - 3) Establish a detailed schedule for inspection of the facilities subject to the review and approval of the Authority.
- q) Based on the inspection of the Authority's System at least once each Fiscal Year and, on or before the 90th day prior to the end of the Fiscal Year, submit to the Authority a report setting forth:
  - 1) its findings as to whether the System has been maintained in good repair, working order and condition;
  - 2) its advice and opinions as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year;
  - 3) an estimate of the amount of money necessary for such purposes, including its opinions as to the total amounts and classifications of items and amounts that should be provided for in the Annual Operating Budget, the Annual Maintenance Budget and Annual Capital Budget for the next ensuing Fiscal Year; and
  - 4) its advice and opinions as to the amount and types of insurance which should be carried during the ensuing fiscal year with respect to the System in accordance with the provisions of the Trust Agreements.

Copies of such reports shall be provided to the Trustee by the Authority.

## 2) OPERATIONS & MAINTENANCE SUPPORT

- a) Working at the direction of the Authority's Director of Engineering, assist in the continuing development and management of the roadway and facility maintenance for the Authority's System. The basic tasks of the Maintenance & Operations Plan include the following:
  - 1) Continue to provide support to the Authority in the oversight, monitoring and administration of the Interlocal Agreements with TxDOT and local agencies;
  - 2) Review and update estimates of the quantities of the Authority's System's basic features and components as development of the System continues; and

- 3) Assist the Authority in the procurement, administration and management of maintenance and operations agreements/contracts as appropriate and as requested by the Authority.
- b) Working at the direction of the Authority's Director of Operations, assist in the implementation, development, and management of operations activities of an Operations Plan for the Authority's System, including toll collection operations, toll system support, traffic control, traffic enforcement, and incident management. The basic tasks of the Operations Plan consists of the following:
  - 1) Assist the Authority in the procurement, administration and management of contract operations service activities and agreements/contracts, as requested; and
  - 2) Prepare updates to the Operations Plan for the Authority's System as development and implementation of additional projects occur.
- c) Support the Authority in the identification and development of best business practices, Business Rules, Policies, Procedures and programmatic approaches, as requested.

### 3) DRIVEWAY AND UTILITY PERMITS

- a) Assist the Authority in Utility and Driveway Permits application review and administration activities, including:
  - 1) Establishment of Permitting Fee Schedules.
  - 2) Communications to applicants, including transmittal of forms and permitting requirements.
  - 3) Provide review of permit applications and documentation, including preparation of requests of additional information and documentation.
  - 4) Prepare opinion for appropriate response to permit application.
  - 5) Follow-up on approved permits, including review of designs, monitoring construction, and documenting conformance with any and all criteria and standards and any specific permit requirements.

### 4) CONTRACT SUPPORT

The GEC shall provide support for the acquisition by the Authority of (1) professional services as defined in Section 2254.001 of the Texas Government Code, or any successor statute thereto, relative to the acquisition of architecture, professional engineering, and land surveying; (2) real estate appraisal, negotiation and other right-of-way services; (3) planning services; (4) other contractual services in support of the development of future projects; and (4) procurement of goods and other services from vendors. Contract Support basic tasks include, but are not limited to, the following:

- a) Preparation of Scope of Services/Contract Documents and special contract provisions; including initial draft, revisions and finalized versions;
- b) Assistance with Request for Qualifications/Proposal(s)/Scope packages and solicitation of proposals/bids; including advertising;
- c) Preparation of estimated staffing requirements and estimates of costs for proposed services;



- d) Preparation of milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project;
- e) Assistance in proposal/bid review, interviewing, evaluations, recommendation/selection, and negotiations, as requested;
- f) Assistance to the Authority in fee negotiations with selected consultants/vendors, including evaluating fee proposals;
- g) Preparation of contractual documents; obtaining TxDOT and FHWA approvals, as appropriate; and contract administration;
- h) Preparation of purchase order documents and administration;
- i) Preparation of Notice-to-Proceed materials;
- j) Reviewing and determining the validity of consultant/vendor claims for extra work, extension of time for performance of services and other claims;
- k) Preparation, issuance and processing of Requests for Qualifications/Proposal(s) for Supplemental Services/Supplemental Agreements/Change Orders to obtain the Authority's internal approvals;
- l) Reviewing, evaluating and approving consultants'/vendors' request for payment;
- m) Monitoring consultant/vendor performance of services to establish adequacy relative to contract intent; and
- n) Preparation of consultant termination agreements or certificates of completion and obtaining release and waiver of liens and claims.

## **5) TECHNOLOGY AND OPERATIONS OVERSIGHT AND CONSULTING SERVICES**

The GEC will assist the Authority, as specifically requested, with general and administrative oversight, systems monitoring, project management, electronic data management, and general technology assistance. This includes creating and reviewing various documents, scheduling and attending all necessary meetings and technical reviews, providing cost control, project coordination, and providing direct support for reporting. In this regard, the GEC will provide technology consulting services and assistance in three specific areas, including General Technology Assistance, GIS, and ITS/Communications.

General Technology assistance tasks include the following:

- a) Review, comment and resolve technical issues; attend technical reviews; attend coordination meetings; provide software development oversight; provide technical expertise to review products and progress specific to overall systems development, as requested by the Authority.
- b) Provide general technology assistance, as requested by the Authority.
- c) Support the development and implementation of EDMS, as requested by the Authority.
- d) Support the development and implementation of the Authority's System's Asset Management Program, as requested by the Authority.

GIS assistance tasks include the following:

- a) GIS Application Maintenance and Support: Document and support transfer of GIS system to the Authority's server, as requested by the Authority.

ITS/Communications assistance tasks include the following:

- a) The GEC will support the Authority in developing and expanding the toll collection facility communication network between various toll segments, the Authority's Administrative Offices, the Field Operations Building(s), the Customer Service Center (CSC) and the Violation Processing Center (VPC) as the Toll Road system is developed.

## **6) PUBLIC INFORMATION AND COMMUNICATIONS SUPPORT**

The GEC will provide public information and communications support as requested by the Authority. The GEC will assist with preparation of informational materials, arrangements for the public meetings, presentations, and outreach related activities, as requested.

### **Public Outreach Activities**

The GEC will assist with stakeholder meetings and formal presentations at these meetings at the request of the Authority. The GEC will meet with stakeholders as directed by the Authority. The project stakeholders will include neighborhood associations, business groups, civic organizations, and area public officials. The specific tasks may include, but not limited to:

- a) Preparation of exhibits and audio/visual pieces for community meetings; including handouts, flyers, maps, posters, and PowerPoint. Preparation of videos and 3D animation will be completed under a Supplemental Work Authorization.
- b) Preparations for community meetings; including facility locations, issue identification, research, and coordination with the Authority.
- c) Attendance at and conducting community and neighborhood meetings; including set up, on-site assistance and follow-up.
- d) Preparation of meeting minutes and meeting summaries of stakeholder meetings.

### **Contractor Outreach Activities**

- a) Supporting local contractor outreach activities as requested by the Authority; including developing meeting and bid notices, and assisting with meeting coordination and facilitation.
- b) Conducting outreach activities as requested by the Authority; including phone calls, follow-ups, informational research, and interaction with construction industry organizations and associations.

**7) GENERAL PROGRAM SUPPORT**

The GEC shall provide General Program Support, as specifically requested by the Authority. Tasks included under this heading include, but are not limited to, the following:

- a) Attendance at Authority Meetings
  - 1) GEC's Project Manager or designated alternate will attend all Board of Directors' Meetings, and a monthly status report of GEC activities will be provided. The Project Manager or designated alternate will be available to respond to questions that may be asked by the Board.
  - 2) Attendance at regularly scheduled and special staff meetings, as requested by the Authority.
  - 3) Attendance at regularly scheduled project status review meetings, including preparation of action items, budget status updates, and reporting documentation as may be requested by the Authority.
- b) Project Administration: Provide oversight, administration and support to include, but not limited to, progress reporting; invoicing; percentage complete graphics; DBE utilization summaries; and development of Work Authorizations and Supplemental Agreements including scope of services and fees.
- c) Consult, advise, and render views on general engineering issues which may arise.
- d) Represent the Authority at regional task teams meetings; Authority technical, staff, and legal counsel meetings; meetings with underwriters and rating agencies; agency coordination meetings; Technical Work Group meetings with TxDOT and/or other parties; and Capitol Area Metropolitan Planning Organization (CAMPO) meetings; and other meetings of governmental or quasi-governmental bodies, as specifically requested by the Authority.
- e) Assist the Authority in the development of its Strategic Plan.
- f) Support the Authority in the identification and development of best business practices and programmatic approaches, as requested by the Authority.
- g) Provide Authority personnel with design, drafting, and technology skills for assistance, as requested.
- h) Review and comment, as requested, on Studies, Reports, Construction Documents, Permit Applications, and Environmental Documents for projects which may, as determined by Authority, affect the Authority's System.
- i) Apprise the Authority's staff, consultants and/or Board of Directors of recent or innovative developments, trends or significant issues regarding turnpike design, mobility solutions, financing or operations that may be applicable to the Authority.

**DELIVERABLES**

Deliverables may include, but not be limited to, the following:

- Correspondence for the Authority
- Annual Inspection Report of Conditions
- GEC Annual Report
- Certification of invoices and progress reports
- Reports, exhibits, presentations, and whitepapers as requested
- Documents associated with the Authority's Board meetings
- Monthly invoices
- Monthly progress reports
- Asset Management Report
- Preliminary and Final drafts of proposals, reports, plans and applications
- Driveway and Utility Permit reviews
- Meeting Minutes and Summaries of Stakeholder Meetings
- Public Involvement Information Materials



TASK DESCRIPTION	Class / Director / Program Manager	Department Manager	Sr. Advisor / Project Director	Project Manager B	Propositor / Engineer	Engineer B	Engineer C	Engineer 1	Resident Engineer	Sr. Inspector	Inspector B	Sr. (S.E.)	(S.P.)	Public Reimbursement Mtg	Sr. Public Reimbursement Rep.	Public Reimbursement Rep.	JIT Overlap Engineer	OS Team Leader	OS Analyst B	OS Analyst	Admin. Assistant	TOTAL
1. Research for Authority of Modeling, as requested	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
2. Admin in the development of the (1) 2003, 2004, 2005	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
3. Legal Reimbursement at rate (1) 2003, 2004, 2005	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
4. Technical Drawing / Technology Assistance, as requested	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
5. Review of Studies and Reports	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
6. Report preparation in (1) 2003, 2004, 2005	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	48
<b>TOTAL (1) 2003, 2004, 2005</b>																						3,504
<b>BASE RATE</b>																						151,600
<b>TOTAL LABOR</b>																						530,400
<b>Overhead Rate</b>																						151,600
<b>Public</b>																						151,600
<b>TOTAL</b>																						833,600

EXPENSES	ITEM	UNITS	RATE	AMOUNT
MISCELLANEOUS EXPENSES				
MISCELLANEOUS SUBCONTRACTANTS				
				\$ 151,600

ITEM	TOTAL HOURS	UNIT PRICE	TOTAL AMOUNT
<b>SUBTOTALS BY TASK</b>	<b>3,504</b>	<b>\$ 151,600</b>	<b>\$ 530,400</b>
1.3 TRUST ACCOUNTING OBLIGATIONS	1,000	\$ 151,600	\$ 151,600
2.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
3.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
4.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
5.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
6.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
7.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
8.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
9.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
10.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
11.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
12.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
13.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
14.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
15.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
16.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
17.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
18.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
19.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
20.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
21.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
22.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
23.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
24.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
25.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
26.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
27.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
28.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
29.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
30.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
31.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
32.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
33.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
34.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
35.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
36.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
37.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
38.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
39.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
40.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
41.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
42.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
43.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
44.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
45.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
46.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
47.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
48.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
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50.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
51.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
52.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
53.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
54.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
55.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
56.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
57.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
58.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
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66.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
67.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
68.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
69.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
70.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
71.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
72.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
73.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
74.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
75.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
76.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
77.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
78.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
79.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
80.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
81.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
82.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
83.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
84.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
85.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
86.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
87.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
88.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
89.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
90.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
91.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
92.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
93.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
94.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
95.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
96.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
97.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
98.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
99.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
100.1 OPERATIONS & MAINTENANCE SUPPORT	1,000	\$ 151,600	\$ 151,600
<b>JOB TOTALS</b>	<b>3,504</b>	<b>\$ 151,600</b>	<b>\$ 530,400</b>

## APPENDIX D

### WORK AUTHORIZATION

#### WORK AUTHORIZATION NO. 3.0

This Work Authorization is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 2009 (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:

#### *FY 2010 Operations and Trust Indenture Obligations*

##### **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:

*WA No. 3 Services defined herein will expire June 30, 2010.*

##### **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 \$585,099.00, based on the 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**

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

Name: \_\_\_\_\_

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

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

**GEC:**

**HNTB Corporation**

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

Name: \_\_\_\_\_

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

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