

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

RESOLUTION NO. 09-88

**PBS&J GEC Scope of Services/ Work Authorization No. 2 for
GEC Oversight of 183 South 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, attached hereto and incorporated herein as Attachment "A" is Work Authorization No. 2 to the New GEC Agreement ("Work Authorization No. 2") which sets forth a Scope of Services for additional GEC services to be provided by PBS&J relating to the feasibility, development, design and construction of the 183 South Toll Project; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 2 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. 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 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 17th 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 09-88
Date Passed 12/17/09

ATTACHMENT "A"
TO
RESOLUTION 09-88
Work Authorization No. 2
for 183 South Toll Project

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 2

This Work Authorization is made as of this 17th day of December, 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:

*183S Turnpike Project
Environmental Study/Document and Project Oversight Services*

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 twelve (12) months from the date this Work Authorization No. 2 becomes effective. This Work Authorization No. 2 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 \$162,881.00, 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. 2
PBS&J**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

1.0 183S TURNPIKE PROJECT

1.1 Environmental Study / Document Services [Code 13210]

1.1.1 US 183 Re-evaluation

- 1.1.1.1 Complete response to comments log and make revisions to the US 183 EIS Re-evaluation including but not limited to the following:
 - a. Updating land use indirect and cumulative impacts and updating of figures
 - b. New T&E NDD search and discussion for species located within 1.5 miles of the project
 - c. Updating of figures to respond to previous District comments
- 1.1.1.2 Incorporate the US 183 Regional Toll Analysis into the US 183 EIS Reevaluation. This will include the following:
 - a. Prepare revised US 183 EIS Re-evaluation and respond to District comments. Send revised Re-evaluation to District for forwarding to TxDOT ENV for review.
 - b. Prepare revised Re-evaluation and respond to ENV comments. Send revised Re-evaluation to ENV and FHWA.
 - c. Prepare revised Re-evaluation and respond to FHWA comments.
- 1.1.1.3 Continue coordination and providing response to comments to District, ENV, and FHWA upon completion of US 183 EIS Re-evaluation.

1.1.2 US 183 and Regional Toll Analysis

- 1.1.2.1 Complete the US 183 Regional Toll Analysis [originally submitted to the TxDOT Austin District for review in December 2009]. This will included the following:
 - a. Attend meetings with TxDOT, FHWA and CAMPO to discuss methodology and report.
 - b. Prepare revised Regional Toll Analysis and respond to District comments. Send revised analysis to District for forwarding to TxDOT ENV for review.
 - c. Prepare revised Regional Toll Analysis and respond to ENV comments. Send revised analysis to ENV and FHWA.
 - d. Prepare revised Regional Toll Analysis and respond to FHWA comments.
 - e. Submit copies of the analysis to CAMPO if requested.
 - f. For US 183-specific analysis; add to US 183 Re-evaluation

- 1.1.2.2 Continue coordination and providing response to comments to District, ENV, and FHWA upon completion of US 183 Regional Toll Analysis.
- 1.1.3 US 183 Ramp Programmatic Categorical Exclusion
 - 1.1.3.1 Complete the US 183 Ramp Programmatic Categorical Exclusion [originally submitted to the TxDOT Austin District for review in December 2009]. This will included the following:
 - a. Prepare revised PCE (Version 2) and respond to District comments. Send ten copies to District for forwarding to TxDOT Regional Support Center (RSC) for review.
 - b. Prepare Final PCE (Version 3) and respond to RSC comments. Send ten copies to District for forwarding to and coordination with RSC.

1.2 Project Oversight – Pre Construction [Code 13710]

- 1.2.1 Project Management
 - 1.2.1.1 Project Management
 - a. Provide staff to manage the daily activities of the program.
 - b. Serve as the primary contact between CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the general public.
 - 1.2.1.2 Document Controls
 - a. Maintain project files for the length of the project.
- 1.2.2 Project Reporting
 - 1.2.2.1 Provide updates to CTRMA on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
 - 1.2.2.2 Provide Project Administrative support staff to track, monitor, and report on contracts and budgets.
 - 1.2.2.3 Provide Project Administrative support staff to track, monitor, and prepare reports on DBE/HUB utilization by Prime and Segment Designers, and DBE/HUB programs.
 - 1.2.2.4 Prepare a Quarterly Report with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall program progress.
- 1.2.3 Program Scheduling
 - 1.2.3.1 Maintain a Master Project Schedule (Primavera format) that will show critical milestones for the performance and coordination of services.
 - 1.2.3.2 Monitor, evaluate, and validate all schedules produced by others (Segment Designers, Utility Companies, etc.) that are a subset of the Master Project Schedule.

- 1.2.3.3 Provide updates of schedules at the appropriate stages of the project and shall provide an assessment of schedules provided by applicable third parties for integration into the Master Project Schedule.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
183S Corridor GEC Services

PBS&J WORK AUTHORIZATION #2

183S TURNPIKE PROJECT

<u>TASK</u>	<u>TOTAL</u>
1.0 - 183S Turnpike Project Services	
1.1 Environmental Study / Document Services [Code 13210]	\$ 115,750
1.2 Project Oversight -- Pre Construction [Code 13710]	\$ 47,130
TOTAL	\$ 162,881

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 183S Corridor GEC Services

PBS&J WORK AUTHORIZATION #2
183S TURNPIKE PROJECT

1.0 - 183S Turnpike Project Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	A \$ 70.00	B \$ 60.00	C \$ 50.00	D \$ 40.00	E \$ 30.00	F \$ 20.00		
1.1 Environmental Study / Document Services [Code 13210]								
1.1.1 US 183 Re-Evaluation	\$	24	160	120	80	40	432	
1.1.2 US 183 and Regional Toll Analysis	\$	40	120	40	40	40	288	
1.1.3 US 183 Ramp Programmatic Categorical Exclusion	\$	24	40	40	40	40	192	
							0	
							0	
							0	
							0	
							0	

TOTAL DIRECT LABOR	24	88	320	200	160	120	912
% Total by Classification	2.63%	9.65%	35.09%	21.93%	17.54%	13.16%	
Labor Costs	\$ 1,680	\$ 5,280	\$ 16,000	\$ 8,000	\$ 4,800	\$ 2,400	\$ 38,160
Overhead Costs	1.6849 \$ 2,831	\$ 8,896	\$ 26,958	\$ 13,479	\$ 8,088	\$ 4,044	\$ 64,296
Profit	12.0% \$ 541	\$ 1,701	\$ 5,155	\$ 2,578	\$ 1,547	\$ 773	\$ 12,295
Total Loaded Labor	\$ 5,052	\$ 15,877	\$ 48,113	\$ 24,057	\$ 14,434	\$ 7,217	\$114,750

Direct Expenses	
Plotting and Reproduction	\$ 300
Mail and Deliveries	\$ 200
Misc Expenses	\$ 300 HazMat Data Search
Travel and Field Expenses	\$ 200
Total Direct Expenses	\$ 1,000

Total \$ 115,750

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 183S Corridor GEC Services

PBS&J WORK AUTHORIZATION #2
183S TURNPIKE PROJECT

1.0 - 183S Turnpike Project Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	A \$ 70.00	B \$ 60.00	C \$ 50.00	D \$ 40.00	E \$ 30.00	F \$ 20.00		
1.2 Project Oversight -- Pre Construction [Code 13710]								0
1.2.1 Project Management	12	96	0	0	24	0		132
1.2.2 Project Reporting	12	48	0	0	48	0		108
1.2.3 Project Scheduling	12	16	0	32	0	0		60
								0
								0
								0
								0
								0

TOTAL DIRECT LABOR	36	160	0	32	72	0	300
% Total by Classification	12.00%	53.33%	0.00%	10.67%	24.00%	0.00%	
Labor Costs	\$ 2,520	\$ 9,600	\$ -	\$ 1,280	\$ 2,160	\$ -	\$ 15,560
Overhead Costs	1.6849 \$ 4,246	\$ 16,175	\$ -	\$ 2,157	\$ 3,639	\$ -	\$ 26,217
Profit	12.0% \$ 812	\$ 3,093	\$ -	\$ 412	\$ 696	\$ -	\$ 5,013
Total Loaded Labor	\$ 7,578	\$ 28,868	\$ -	\$ 3,849	\$ 6,496	\$ -	\$46,790

Direct Expenses	
Plotting and Reproduction	\$ -
Mail and Deliveries	\$ 100
Misc Expenses	\$ -
Travel and Field Expenses	\$ 240 1 trip to CTRMA/month; incl. roundtrip milage + parking
Total Direct Expenses	\$ 340

Total \$ 47,130