

**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**

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

Manhours							
A	B1	B	C	D	E	F1	F
Principal	Technology Expert	Dep PM	Senior Project Engineer	Project Engineer	Technician	Project Administrator	Clerical / Administrative Support
\$ 88.50	\$ 88.50	\$ 74.90	\$ 61.50	\$ 48.00	\$ 35.50	\$ 35.50	\$ 25.00
0	0	0	336	0	810	0	230
0	32	14	0	24	12	0	50
0	32	14	336	24	822	0	280
\$ -	\$ 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

	Labor Costs	
	Premium OT	
	Overhead Costs	
	Profit	12%
	<b>Total Loaded Labor Cost</b>	
<b>Direct Expenses</b>		
Construction Inspection & Engineering Services	\$	5,700
Project Oversight - Construction	\$	2,000
<b>Total Direct Expenses</b>	\$	7,700
<b>Subconsultants</b>		
Rodriguez Engineering Laboratories	\$	5,000
Surveying	\$	3,000
<b>Total Subconsultants</b>	\$	8,000
<b>Total Loaded Labor</b>	\$	144,217
<b>Total Direct Expenses</b>	\$	7,700
<b>Total Subconsultants</b>	\$	8,000
<b>Total</b>	\$	159,917



Construction Inspection & Engineering Services

Task	Work Description	MANHOORS								TOTAL HRS
		A	BI	B	C	D	E	FI	F	
	(Labor Rate)	\$ 88.50	\$ 88.50	\$ 74.00	\$ 61.50	\$ 48.00	\$ 35.50	\$ 35.50	\$ 25.00	
1.0	Construction Engineering & Inspection (Code 13620)				256		670			926
1.1	Construction Inspection and Review Services									
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
% Total by Classification	0.00%	0.00%	0.00%	21.42%	0.00%	58.87%	0.00%	16.72%	
Labor Costs	\$ -	\$ -	\$ -	\$ 20,664	\$ -	\$ 28,755	\$ -	\$ 5,750	\$ 55,169
Premium Overtime (Rate x hr x 0.5)						\$ -			\$ -
Overhead Costs	102.39%	\$ -	\$ -	\$ 21,158	\$ -	\$ 29,142	\$ -	\$ 5,857	\$ 56,488
Profit	12.00%	\$ -	\$ -	\$ 5,019	\$ -	\$ 6,984	\$ -	\$ 1,395	\$ 13,399
Total Loaded Labor		\$ -	\$ -	\$ 46,840	\$ -	\$ 65,181	\$ -	\$ 13,034	\$ 125,055

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	\$ 5,000
Servicing	\$ 3,000
<b>Total Subconsultants</b>	<b>\$ 8,000</b>

Total Loaded Labor	\$ 125,055
Total Direct Expenses	\$ 5,700
Total Subconsultants	\$ 8,000
<b>Total</b>	<b>\$ 138,755</b>

**Project Oversight - Construction**

Task	Work Description	MANHOORS								TOTAL HRS
		(Labor Rates)	A	BI	B	C	D	E	FI	
		\$ 88.50	\$ 88.50	\$ 74.00	\$ 61.50	\$ 48.00	\$ 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
<b>TOTAL GEC TEAM DIRECT LABOR</b>		0	32	14	0	24	12	0	50	132
<i>% Total by Classification</i>		0.00%	24.24%	10.61%	0.00%	18.18%	9.09%	0.00%	37.83%	
Labor Costs		\$ -	\$ 2,832	\$ 1,036	\$ -	\$ 1,152	\$ 426	\$ -	\$ 1,750	\$ 6,996
Overhead Costs	155.50%	\$ -	\$ 4,404	\$ 1,611	\$ -	\$ 1,791	\$ 662	\$ -	\$ 1,914	\$ 10,412
Profit	12%	\$ -	\$ 868	\$ 318	\$ -	\$ 353	\$ 131	\$ -	\$ 383	\$ 2,053
<b>Total Loaded Labor</b>		\$ -	\$ 8,104	\$ 2,965	\$ -	\$ 3,297	\$ 1,219	\$ -	\$ 3,577	\$ 19,161
<b>Direct Expenses</b>										
Printing	Cost		\$ 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							