

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

**RESOLUTION NO. 10-58**

**HNTB Supplement No. 1 to Work Authorization No. 1 for Testing and Inspection 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 § 26.1, *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 Agreement for General Consulting Engineering Services dated September 15, 2003 (the "GEC Agreement"); and

WHEREAS, the GEC provides various services to the CTRMA, including construction and inspection services related to the construction on the 183A Phase II Project ("Construction and Inspection Services"); and

WHEREAS, in Resolution No. 09-73, dated December 17, 2009, the CTRMA Board of Directors approved Work Authorization No. 1 for Construction and Inspection Services; and

WHEREAS, the CTRMA entered into an Interlocal Agreement with the Texas Department of Transportation ("TxDOT") dated March 25, 2005, for the provision of testing and inspection services ("Testing and Inspection Services") in connection with the US-183A project; and

WHEREAS, subsequent to the execution of Work Authorization No. 1 for Construction and Inspection Services, TxDOT advised the CTRMA that it would not provide inspection and testing services for the 183A Phase II Project; and

WHEREAS, the CTRMA, in coordination with its engineering advisors, has determined that it would be beneficial to have HNTB perform the Testing and Inspection Services; and

WHEREAS, Supplement No. 1 to Work Authorization No. 1 to the GEC Agreement, ("Supplement No. 1") describing the Testing and Inspection Services to be provided to the CTRMA is attached hereto as Attachment "A"; and

WHEREAS, Supplement No. 1 establishes \$890,927.00 as the maximum amount to be paid as compensation for the GEC Testing and Inspection Services; and

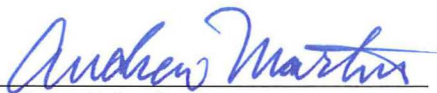
WHEREAS, it is necessary that the Board of Directors approve Supplement No. 1 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Supplement No. 1 and the related GEC Testing and Inspection Services and compensation therefore as described in Attachment "A"; and


BE IT FURTHER RESOLVED, that Supplement No. 1, in the form or substantially the same form as Attachment "A", may be finalized and executed by the Executive Director on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2010.

Submitted and reviewed by:

  
\_\_\_\_\_  
Andrew Martin  
Acting General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-58  
Date Passed 06/30/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION NO. 10-58**  
**Supplement No. 1 to HNTB Work Authorization No. 1**

**APPENDIX D**

**WORK AUTHORIZATION SUPPLEMENT**

**WORK AUTHORIZATION NO. 1.0**

**SUPPLEMENT NO. 1**

This Supplement No. 1 to Work Authorization No. 1.0 dated December 23, 2009, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

***183A Phase II  
Off-Site Materials Quality Assurance Testing and Inspection***

The following terms and conditions of Work Authorization No. 1.0 are hereby amended, as follows:

**Section A. - Scope of Services**

A.1. GEC shall perform the following Additional Services:

See Attachment A: Scope of Work

A.2. The following Services are not included in this Supplement Agreement, 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:

Test Reports and Inspection Logs

**Section B. - Schedule**

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

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of August 23, 2012.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$890,927.00, based on the Attachment C – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1.0 from \$9,594,539.00 to \$10,485,466.00. Compensation shall be in accordance with the Agreement.

The parties agree that GEC shall discontinue Services upon August 23, 2012 or upon reaching the new not to exceed amount (\$10,485,466) specified herein, whichever occurs first. If the new not to exceed amount is reached before August 23, 2012, a second supplement to Work Authorization No. 1.0 will be required in order for services to continue.

**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 Supplemental Agreement, 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 Supplemental Agreement:

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: Richard L. Ridings, P.E.  
Title: Vice President  
Date: \_\_\_\_\_

Attachment A: Scope of Work  
Attachment C: Fee Estimate

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

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

**5.0 Off-Site Materials Quality Assurance Testing and Inspection**

Provide off-site quality assurance testing in general conformance with TxDOT standard procedures for off-site materials testing and inspection which include TxDOT Department Materials Specifications (DMS) 7000 Series. Items to be inspected include:

- A. Prestressed Concrete Bridge Beams
- B. Prestressed Concrete Deck Panels
- C. Concrete MSE Wall Panels
- D. Reinforced Concrete Pipe
- E. Reinforced Concrete Box Culverts
- F. Miscellaneous Precast Concrete Items
- G. Anchor Bolts
- H. Signal and Illumination Poles
- I. Sign Supports
- J. Elastomeric Bearing Pads
- K. Steel Bridge Connections
- L. Metal Beam Guard Fence
- M. Armor / Expansion Joints

**6.0 Pedestrian Bridge Materials Testing and Inspection**

- A. Check for Tightness of Bolted Connections
- B. Non-Destructive Weld Testing

**7.0 Off-Site Materials Testing Documentation and Reporting**

- A. Review of Manufacturer/Supplier Quality Control Test Reports
- B. Document and Store Material Test Procedures and Results

**ATTACHMENT C  
HNTB FEE ESTIMATE**

**CONTRACT NO. 137  
WORK AUTHORIZATION #1  
SUPPLEMENT NO.1**

TASK DESCRIPTION	CLASSIFICATION								TOTAL HOURS
	Group Director / Program Manager	Sr. Advisor / Project Director	Resident Engineer	Sr. Field Rep	Sr. Inspector	Inspector II	Field Tech Spec III	Admin. Assistant	
<b>5.0 OFF SITE MATERIALS QUALITY ASSURANCE TESTING &amp; INSPECTION</b>									
Manager Oversight	4	24							28
A. Prestressed Concrete Bridge Beams			60	1571				50	1681
B. Prestressed Concrete Deck Panels			40		1664			40	1744
C. Concrete MSE Wall Panels			40	1000				34	1074
D. Reinforced Concrete Pipe			20				1167	40	1227
E. Reinforced Concrete Box Culverts			20			300		16	336
F. Miscellaneous Precast Concrete Items			6		40		40	8	94
G. Anchor Bolts				10				14	24
H. Signal and Illumination Poles				6				2	8
I. Sign Supports				4				4	8
J. Elastomeric Bearing Pads				80				2	82
K. Steel Bridge Connections			4	4				8	16
L. Metal Beam Guard Fence				4				2	6
M. Armor / Expansion Joints			2						2
<b>SUBTOTAL</b>	<b>4</b>	<b>24</b>	<b>192</b>	<b>2679</b>	<b>1704</b>	<b>300</b>	<b>1207</b>	<b>220</b>	<b>6330</b>
<b>6.0 ON SITE MATERIALS TESTING &amp; INSPECTION</b>									
A. Check for Tightness of Bolted Connections			1			10		4	15
B. Non-Destructive Weld Testing			1			10		4	15
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>30</b>
<b>7.0 OFF SITE MATERIALS TESTING DOCUMENTATION AND REPORTING</b>									
A. Review of Manufacturer/Supplier Quality Control Test Reports			3	4				24	31
B. Document and Store Material Test Procedures and Results			3	4				24	31
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>62</b>
<b>TOTAL HOURS</b>	<b>4</b>	<b>24</b>	<b>200</b>	<b>2,687</b>	<b>1,704</b>	<b>320</b>	<b>1,207</b>	<b>276</b>	<b>6,422</b>
<b>BASE RATE</b>	\$ 84.75	\$ 90.75	\$ 51.24	\$ 43.25	\$ 35.50	\$ 32.00	\$ 38.70	\$ 21.26	
<b>TOTAL LABOR</b>	\$ 339	\$ 2,178	\$ 10,248	\$ 116,213	\$ 60,492	\$ 10,240	\$ 46,711	\$ 5,868	\$ 252,288
Overhead Rate - Design Office	151.70%	\$ 514	\$ 3,304		\$ 176,295	\$ 91,766	\$ 15,534	\$ 70,860	\$ 358,274
Overhead Rate - Field Office	106.30%		\$ 10,894					\$ 6,237	\$ 17,131
Profit	12.00%	\$ 102	\$ 658	\$ 2,537	\$ 35,101	\$ 18,271	\$ 3,093	\$ 14,109	\$ 75,323
<b>TOTAL</b>	\$ 956	\$ 6,140	\$ 23,679	\$ 327,608	\$ 170,529	\$ 28,867	\$ 131,680	\$ 13,558	\$ 703,017

EXPENSES	ITEM
MISCELLANEOUS EXPENSES	\$ 51,240
MISCELLANEOUS SUBCONSULTANTS (DBE)	\$ 136,670
	<b>\$ 187,910</b>

SUBTOTALS BY TASK	TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
5.0 OFF SITE MATERIALS QUALITY ASSURANCE TESTING & INSPECTION	6,330	\$ 249,702	\$ 696,539
6.0 ON SITE MATERIALS TESTING & INSPECTION	30	\$ 913	\$ 2,434
7.0 OFF SITE MATERIALS TESTING DOCUMENTATION AND REPORTING	62	\$ 1,674	\$ 4,044
EXPENSES			\$ 187,910
<b>JOB TOTALS</b>	<b>6,422</b>	<b>\$ 252,288</b>	<b>\$ 890,927</b>