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

#### **RESOLUTION NO. 10-60**

## PBS&J GEC Work Authorization No. 6 for GEC Support Services Related to Development of Future Projects

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, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA's procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the "GEC Agreement") with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) ("PBS&J"); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, PBS&J was previously authorized to provide support services related to the development of future CTRMA projects pursuant to the predecessor of the current GEC agreement; and

WHEREAS, attached hereto and incorporated herein as <u>Attachment "A"</u> is Work Authorization No. 6 to the GEC Agreement ("Work Authorization No. 6") which sets forth a scope of services for the continuation of the GEC's work related to the development of future CTRMA projects through June 30, 2011; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 6 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 6 in the form or substantially the same form as is attached hereto as <u>Attachment "A"</u>, provided that any work commenced under Work Authorization No. 6 be subject to the GEC Agreement between the CTRMA and PBS&J; and

BE IT FURTHER RESOLVED, that Work Authorization No. 6 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 6 may be

amended from time to time by written amendment as deemed necessary by the Board of Directors.

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

General Counsel for the Central

Texas Regional Mobility Authority

Approved:

Ray A. Wilkerson

Chairman, Board of Directors

Resolution Number 10-60

Date Passed <u>06/30/10</u>

# ATTACHMENT "A" TO RESOLUTION 10-60 PBS&J GEC Work Authorization No. 6

#### EXHIBIT D WORK AUTHORIZATION

#### Work Authorization No. 6

This Work Authorization is made as of this 30<sup>th</sup> day of June, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4<sup>th</sup>, 2010 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Activities associated with the Development of Future Projects [FY 2011]

#### 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 by June 30, 2011. This Work Authorization 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 \$199,427.00, based on Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of \$1,200.00 (with \$100.00 to be invoiced monthly based on an assumed twelve month Work Authorization duration). 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:	Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)
By:		By:	w. John Pollewel
Signature:		Signature:	w/h Phlul
Title:		Title:	Vue Pregrebent
Date:		Date:	Dle-21-10

#### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

#### WORK AUTHORIZATION NO. 6 PBS&J

### ATTACHMENT A SERVICES TO BE PROVIDED BY GEC

#### **GENERAL**

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2011.

The scope of services to be performed by the GEC will include, but not be limited to, those professional services and deliverables related to General Project Activities required to assist the Central Texas Regional Mobility Authority (the Authority) in the study and initial development of Future Projects.

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

#### 1.0 GENERAL PROJECT DEVELOPMENT SUPPORT

The GEC will be a resource with respect to the project development of the Agency's Programs, as requested by the Authority. The GEC support services include the following areas:

- 1.1 Oversight and/or preparation of project feasibility investigation, analysis, and evaluation;
- 1.2 Oversight and/or preparation of environmental documents in compliance with NEPA requirements, such as Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements;
- 1.3 Oversight and/or preparation of Preliminary and Final Engineering Design documents and Technical Support;
- 1.4 Oversight and/or preparation of Toll Systems design, procurement and implementation;
- 1.5 Coordination with utilities;
- 1.6 Coordination of right-of-way activities;
- 1.7 Oversight and/or preparation of project Cost Estimates and Schedules;
- 1.8 Coordination with agencies such as the CAMPO, U.S. Corps of Engineers, US Fish and Wildlife Service, Texas Parks & Wildlife Department, Texas Historical Commission, Texas Commission on Environmental Quality, Texas Department of Transportation, Federal Highway Administration, counties and cities;
- 1.9 Prepare Concept Reports identifying proposed improvements or deficient conditions, and proposing appropriate improvements, repairs or rehabilitation as requested by the Authority. The GEC will meet with the Director of Engineering or the Director of Operations and/or a representative to review the findings and opinions of the GEC as set forth in the Concept Report. The Final Report will be presented to the Authority's Executive Director for approval. The reports shall be presented in the following general manner:
  - 1.9.1 Description of general problems and existing conditions;
  - 1.9.2 Outline of the investigations and studies;
  - 1.9.3 Opinions required to solve the problem including alternatives considered;
  - 1.9.4 Analysis of economic and/or other factors of the alternatives considered;

- 1.9.5 Description of the proposed facilities, including basic data and a general layout drawing showing the relationship of the proposed improvements to the existing facilities;
- 1.9.6 Opinions regarding operating and maintenance procedures;
- 1.9.7 Establish additional criteria and standards, if necessary, for design;
- 1.9.8 Estimates of capital, operating, and maintenance costs of the proposed facilities;
- 1.9.9 Schedule for the recommended improvements with staged construction or installation.
- 1.10 Oversight and/or preparation of project funding applications and administration;
- 1.11 Public Information and Communications support, as requested by the Authority;
- 1.12 Oversight and/or performance of construction activities;
- 1.13 Attendance at meetings, as requested by the Authority;
- 1.14 Perform various assignments of less than one week duration as requested by the Authority;
- 1.15 Perform traffic count surveys to quantify travel patterns or changes in traffic patterns as may be warranted by changing development patterns, or as requested by the Authority;
- 1.16 Preparation of reports; and
- 1.17 Conduct field visits and evaluations.

#### Attachment B - Fee Estimate Summary

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
General Project Activities Related to the Development of Future Projects [FY 2011]

#### PBS&J WORK AUTHORIZATION #6

#### ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2011]

<u>TASK</u>		]	OTAL				
		Overhead +		Direct			
		Profit		E	xpenses		
1.0 - General Project Development Support		\$	198,227	\$	1,200	\$	199,427
	TOTALS		198,227	\$	1,200	-\$	199,427

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#### Attachment B - Fee Estimate

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
General Project Activities Related to the Development of Future Projects [FY 2011]

## PBS&J WORK AUTHORIZATION #6 ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2011]

		A	В	 С	D	E	F	TOTAL
(Estin	nated Average Labor Rates) \$	70.00	\$ 60.00	\$ 50.00	\$ 40.00	\$ 30.00	\$ 20.00	HRS
TASK / WORK DESCRIPTION			 		 			
1.1 Project Feasibility Investigation, Analysis & Evalua	tion	16	32	32	80			160
1.2 NEPA Document Preparations		16	16	32	80			144
1.3 Engineering Design / Technical Support			16	80				96
1.4 Toll Systems Design / Procurement / Implementation	n Support			32				32
1.5 Utility Coordination				32				32
1.6 Right-of-Way Coordination				32				32
1.7 Cost Estimating & Schedule Development			16	48				64
1.8 Agency Coordination		16	16					32
1.9 Concept Report Development		16	32	80	80			208
1.10 Funding Application Preparation & Administration		16	32		80			128
1.11 Public Information / Communications Support		16				64		80
1.12 Attendance at Meetings, as directed		16	16					32
1.13 Miscellaneous Assignments		16	32	32				80
1.14 Traffic Count Surveys, as directed						32		32
1.15 Report Preparations		16	32	80				128
1.16 Field Visits / Evaluations			 16	16		 	 	32
TOTAL DIRECT LABOR		144	256	496	320	96	0	131:
	% Total by Classification	10.98%	 19.51%	37.80%	24.39%	7.32%	0.00%	
Labor Costs	\$	10,080	\$ 15,360	\$ 24,800	\$	\$ 2,880	\$ -	\$ 65
Overhead Costs	1.6849 \$	16,984	\$ 25,880	\$ 41,786	\$ 21,567	\$ 4,853	\$ -	\$ 111
Profit	12.0%_\$_	3,248	\$ 4,949	\$ 7,990	\$ 4,124	\$ 928	\$ -	\$ 21
Total Loaded Labor	\$	30,311	\$ 46,189	\$ 74,576	\$ 38,491	\$ 8,660	\$ -	\$198
Direct Expenses								
Plotting and Reproduction	\$	400						
Mail and Deliveries	\$ \$	400						
Misc Expenses	\$	400						
Travel and Field Expenses	\$ \$	400						
Total Direct Expenses	<u> </u>	1,200						

Total \$ 199,427