

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

RESOLUTION NO. 11-062

**Approve an extension and revision to the scope of services for the contract with
Stantec Consulting Services, Inc., for traffic and revenue engineering services.**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized entry into a Traffic and Revenue Engineering Services Agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Stantec") for the provision of certain traffic and revenue engineering work for CTRMA; and

WHEREAS, by Resolution No. 09-33, dated May 27, 2009, the Board of Directors authorized an amendment to the Agreement to provide for an expanded scope of traffic and revenue engineering services, increased the authorized payment for the expanded scope of services, and to extend the term of the Agreement until March 31, 2010, and by Resolution No. 9-66, dated October 28, 2009, the Board of Directors authorized an amendment to the Agreement to increase the authorized allocation by \$145,000; and

WHEREAS, by Resolution No. 10-46, dated May 26, 2010, the Board of Directors authorized an amendment to the Agreement to extend the term of the Agreement to June 30, 2011, and to expand the authorized scope of work as set forth in that resolution; and

WHEREAS, CTRMA staff now recommends a further amendment to the Agreement to extend the term of the Agreement to March 1, 2014, and to provide a revised scope of services as detailed in the proposed Fourth Amendment to the Professional Consulting Services Agreement with Stantec attached and incorporated into this resolution as Attachment A (the "Fourth Amendment").

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Fourth Amendment in the form or substantially the same form as Attachment A, and the Executive Director may finalize and execute the Fourth Amendment on behalf of CTRMA in the form or substantially the same form as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of May, 2011.

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: 11-062

Date Passed: 5/25/11

ATTACHMENT "A" TO RESOLUTION 11-062
PROPOSED FOURTH AMENDMENT TO
THE PROFESSIONAL CONSULTING SERVICES AGREEMENT
WITH STANTEC CONSULTING SERVICES, INC.

[on the following 5 Pages]

**Fourth Amendment to the Professional Consulting Services Agreement
between Central Texas Regional Mobility Authority
and
Stantec Consulting Services, Inc.**

This Fourth Amendment to the Agreement Between Central Texas Regional Mobility Authority (“AUTHORITY”) and Stantec Consulting Services Inc. (“CONSULTANT”) effective June 1, 2007 is made effective as of the ____ day of May, 2011, and is for the purpose of amending Articles 3, 4, 5, and 6 of that Agreement Between AUTHORITY and CONSULTANT.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 11-____, Articles 3, 4, 5, and 6 only of the Agreement are amended as described below.

Article 3 is amended to add the following paragraph A.3:

A.3 After June 30, 2011, CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in the attached Exhibit A-3 “Scope of Work” letter dated May 19, 2011, attached to and, by this reference, incorporated in and made a part of this Fourth Amendment to the Agreement. All services shall be provided at the times and places designated by AUTHORITY.

Article 4 is amended to read as follows:

ARTICLE 4. TERM OF AGREEMENT

The Agreement shall commence upon execution by both parties and shall continue in full force and effect through March 1, 2014, unless earlier terminated or extended as provided in this Agreement.

Article 5 is amended to add the following paragraph B.3:

B.3 For each full hour of labor satisfactorily performed by CONSULTANT under this Agreement after June 30, 2011, pursuant to the attached Exhibit A-3 “Scope of Work” letter dated May 19, 2011, AUTHORITY shall pay CONSULTANT at the labor rates specified in Exhibit B-3, entitled “Stantec Consulting 183A Phase II Post Financing Effort Cost May 19, 2011,” which is attached to and, by this reference, incorporated in and made a part of this Fourth Amendment to this Agreement. In addition, the AUTHORITY shall pay indirect costs at the CONSULTANT’S current FAR approved rate and profit at a fixed rate of 11.5% of labor and overhead. CONSULTANT shall voluntarily and promptly disclose to AUTHORITY, and immediately provide the AUTHORITY with the benefits of any discounted hourly labor fees and rates, or discount in CONSULTANT’S FAR approved rate or profit rate, offered by CONSULTANT to any public entity customer in the State of Texas since April 2, 2007 for work comparable to the Scope of Work. Such discounted fees or rates shall be effective

as of the date CONSULTANT agrees to such fees or rates in a contract with a public entity customer as described herein and shall continue in effect for the remaining term of this Agreement, unless and until CONSULTANT agrees to a lower rate or fee with another public entity customer as described herein, when such lower rate or fee shall become effective. Furthermore, AUTHORITY shall reimburse CONSULTANT for CONSULTANT'S expenses which are directly incurred by the CONSULTANT in the performance of work under this Agreement. Such expenses shall be subject to the reasonable approval of AUTHORITY, not to unreasonably be withheld.

Article 6 is amended to read as follows:

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be Two Million Eighty-Three Thousand Eight Hundred Sixty-Six and No/100 Dollars (\$2,083,866.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

By their signatures below, the parties to this Fourth Amendment to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

STANTEC CONSULTING
SERVICES, INC.

Mike Heiligenstein,
Executive Director

Thomas Harknett
Senior Principal

EXHIBIT A-3
SCOPE OF WORK

May 19, 2011
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701

Attention: William Chapman, CFO

Reference: 183A Traffic and Revenue Study Support Services – Additional Services

Dear Mr. Chapman:

As requested we are submitting our scope for providing continued support in our role as Traffic Consultant to the Authority as it moves forward with the operation of the 183A Turnpike and design of potential new toll road projects within the Austin region. This scope will provide a number of specific services including evaluating the impact of the new toll facilities being considered by the Authority on traffic and revenue projections prepared by Stantec for Phases I and II of the 183A toll road and conducting preliminary feasibility assessments of projects in the US 183 corridor, and providing specialized studies of managed lanes project feasibility. A description of each effort follows, along with estimated costs.

Task 1: 183A Monthly Traffic and Revenue Monitoring and Miscellaneous Support

CTRMA currently provides Stantec with traffic and revenue data for 183A Phase I on a monthly basis; in March of 2012 data from the Phase II extension will be added. Stantec will continue to monitor system usage against expected levels forecast in Stantec's several investment grade studies (2004, 2009 & 2011). We will prepare monthly summaries comparing actual traffic and revenues to our forecast. Other operating characteristics will also be reviewed, including impacts of changes in toll schedules, market share by payment types, truck traffic utilization and annualization factors.

Stantec will also provide various services in our role as the Traffic Consultant on the 183A Phase I and Phase II projects. This may include preparing traffic and toll revenue projections; preparing evaluations, studies and opinions as necessary; providing and maintaining traffic modeling tools; preparing studies and Certificates required by the Trust Indenture; and any additional activities as requested.

Task 2: Regional Traffic Model Update

Stantec developed a regional model for TxDOT integrating the CAMPO and San Antonio regional traffic models. In this task, we will modify key elements of the model to more closely serve CTRMA's interests. In addition to regional capabilities, we have designed this model to forecast managed lanes traffic using dynamic pricing tools. Key steps to be undertaken in this task will include broad levels of calibration in selected corridors (US 183 and Loop 1N), highway network coding for background projects and CTRMA initiatives, demographic updates and sensitivity testing in corridors of interest. As individual toll road or managed lanes projects are advanced more detailed model enhancements will be incorporated at that time.

Task 3: 183A Phase II Coordination w/ MoPac Managed Lanes Project Financing

This task would include coordinating with the finance team and conducting additional related to coordination with the MoPac Managed Lanes project and its consultant (WSA). As we understand it, the MoPac project will be the next element of the CTRMA toll system to be financed, and as such the rating agencies and investors will be concerned about the potential impacts on the 183A revenues. Following is a description of the work elements of our scope:

Preliminary Sensitivity Testing – Initially this task will consist of incorporating various phases of the MoPac project in the background network and assessing the impact on the 183A traffic and revenues. As the project progresses, we assume it will be necessary to conduct several additional sensitivities. This could include variations in value-of-time and dynamic pricing features.

T & R Forecasting Assumptions -- This task will focus on a comparison of forecasting assumptions used by Stantec and WSA in their respective T & R studies. This effort will identify those assumptions which can legitimately differ by reason of engineering judgment. For those assumptions which should not differ between the two studies, the task will be to determine the most reasonable values to use and make required changes to the forecasting process. We assume only a moderate amount of revisions to the model inputs used to produce our forecasts.

Update T&R Forecasts – This task will consist of producing an update to the 183A traffic and revenue forecast stream suitable for use in financing the MoPac Managed Lanes Project. The forecast will incorporate the new integrated model features as well as updates to the key modeling input parameters such as demographics, highway network assumptions, project features, toll rates and sensitivities.

Update T & R Report – This task will include updating existing condition sections of the report such as daily traffic, revenues, revenue collection rates, population, employment and building permit statistics. In addition, updates to the forecasts and underlying assumptions will be incorporated into the document. These updates will be important in keeping the report fresh as the MoPac Project financing becomes closer.

Due Diligence – In this task Stantec will review the methodology, assumptions and results of the MoPac Managed Lanes Forecast and sensitivity studies prepared by WSA. We will conduct a variety of independent studies to offer a range of likely traffic and revenue using our market share approach and the dynamic pricing features of the integrated regional model described herein.

Rating Agencies/Investor Road Show – This task includes meeting with, making presentations to, and responding to comments from the rating agencies, insurers and investors as part of the financing process.

Bond Documents – This task includes reviewing various documents, preparing various sections, conducting specialized studies, making certifications and other support activities related to project finance.

Meetings/Coordination – We assume this process will extend for approximately 10 to 12 months at which point the financing would be complete. During this period, we expect to be involved in a series of meetings, conference calls and ongoing coordination efforts.

Task 4: Preliminary T & R Assessment of Proposed US 183N Managed Lanes Project

As CTRMA moves towards creating an integrated collection of tolled roadways it is important to understand the impact these new roadways will have on the 183A traffic and revenue. Initially this task will consist of incorporating the features of the US 183N Managed Lanes project in the background network and assessing the impacts of the project on the 183A traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the US 183N managed lanes project.

Task 5: Preliminary T & R Assessment of Proposed Bergstrom Expressway Project

This task will consist of incorporating the proposed phases of the US 183S (Bergstrom Expressway) project in the background network and assessing the impacts of the phased construction on the 183A traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the Bergstrom Expressway project.

Task 6: Preliminary T & R Assessment of Proposed 183A Phase III Project

This task will consist of incorporating the proposed 183A Phase III project in the traffic model network and assessing the impacts on the 183A Phase I and Phase II project traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the Phase III project.

Cost of Services

Exhibit B-3 details the cost breakdown for this additional level of effort. The proposed budget for these services is \$634,821, including allowances for sub consultants (Alliance Transportation Group and GRAM Traffic Counting) and direct expenses. The budget is determined by using estimated labor costs, our latest audited overhead rate and an allowance for profit. As in the base contract we will invoice monthly for actual expenditures.

Please let us know if you have any questions about this scope or budget.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.

William Ihlo
Principal
Tel: (212) 366-5600
Fax: (212) 366-5629
William.Ihlo@stantec.com

EXHIBIT B-3
Stantec Consulting 183A Phase II Post Financing Effort Cost May 19, 2011

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Total Hours	Total	
						Direct Labor	Total Labor Cost
183A Post Financing Studies							
Task 1 T&R Monitoring & Support	10	100	200	160	470	\$28,214	\$83,879
Task 2 Traffic Model Update	10	80	200	240	530	\$29,319	\$87,163
Task 3 Coordination w/ MoPac Mgd Lanes Financing							
Preliminary Sensitivity Testing	4	30	70	80	184	\$10,351	\$30,771
T&R Forecasting Assumptions	4	20	60	40	124	\$7,443	\$22,128
Update T&R Forecasts	4	24	80	80	188	\$10,479	\$31,153
Update Report	4	20	60	100	184	\$9,556	\$28,410
Due Diligence	10	40	120	160	330	\$17,938	\$53,328
Rating Agencies/Investor Road Show	40	80	40	60	220	\$16,214	\$48,203
Bond Documents	8	60	20	40	128	\$8,768	\$26,067
Meetings & Coordination	8	40	40	40	128	\$8,340	\$24,793
Task 4 US 183N Mgd Lanes Preliminary Assessment	4	40	80	76	200	\$11,708	\$34,808
Task 5 Bergstrom Expressway Preliminary Assessment	4	40	80	76	200	\$11,708	\$34,808
Task 6 183A Phase III Preliminary Assessment	4	40	80	76	200	\$11,708	\$34,808
Total Hours	114	614	1130	1228	3086	\$181,746	\$540,321
Labor Rate	\$117.00	\$85.65	\$64.22	\$35.22			
Total Direct Labor	\$13,338.00	\$52,589.10	\$72,568.60	\$43,250.16			
Multiplier	2.973	2.973	2.973	2.973			
Total Labor Cost	\$39,653	\$156,345	\$215,743	\$128,580			\$540,321
Direct Expenses (Est)							\$9,500
Subconsultant (ATG)							\$50,000
Subconsultant (GRAM)							\$35,000
Total Cost							\$634,821