

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

**RESOLUTION NO. 11-134**

**APPROVE A CHANGE ORDER WITH WEBBER LLC TO ADD A SHARED-USE  
PATH GAP PROJECT TO THE 183A PHASE II PROJECT.**

WHEREAS, by Resolution No. 09-81, dated December 17, 2009, the Board of Directors awarded a construction contract for the 183A Phase II Project (the "Project") to W.W. Webber LLC ("Webber"), and authorized and directed the Executive Director to finalize and execute a contract with Webber for provision of those services; and

WHEREAS, Contract No. 10183A24601C for construction of the Project (the "Contract") was fully executed by CTRMA and Webber and became effective on February 1, 2010; and

WHEREAS, CTRMA staff and its general engineering consultant have requested that Webber prepare and submit a proposal to connect a gap between the 183A Phase I shared use path and the Phase II shared use path for the Project; and

WHEREAS, because the additional cost of Change Order No. 18 exceeds \$150,000.00, the Board of Directors must approve this proposed change order.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Change Order No. 18 for an additional amount not to exceed \$918,876.92, in the form or substantially the same form attached as Attachment "A;" and

BE IT FURTHER RESOLVED, that Change Order No. 18 may be finalized and executed by the Executive Director on behalf of CTRMA in the form or substantially the same form attached as Attachment "A."

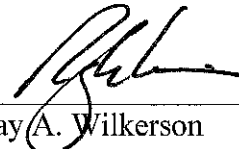
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of October, 2011.

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: 11-134  
Date Passed: 10/26/11

**ATTACHMENT "A" TO RESOLUTION 11-134**  
**PROPOSED CHANGE ORDER NO. 18 WITH WEBBER LLC**

**[on the following 7 pages]**



Central Texas Regional  
Mobility Authority

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

CHANGE ORDER NUMBER: 18

1. CONTRACTOR: Webber LLC

2. Change Order Work Limits: SUP GAP Sta 322+19.27 to SUP GAP Sta 394+04.49  
SUP Phil Sta 337+00 SUP Phil Sta 601+00

3. Type of Change (on federal-aid non-exempt projects): N/A (Major/Minor)

4. Reasons: 3F (In order of importance - Primary first)

5. Describe the work being revised:

6a. Construction of Shared Use Path 183A Phase II GAP STA 322+19.27 to STA 394+04.49

6b. SUP Design Criteria Updates (Plan Revision #41)

6. Work to be performed in accordance with Items: as noted in Table B attached

7. New or revised plan sheet(s) are attached and numbered: As provided via oBuilder Change Request #8 (5a), RFI #91 (5a), Transmittal #171 (5b)

8. New general notes to the contract are attached:  Yes  No

9. New Special Provisions to Items N/A No. N/A and Special Specification Items 1093 are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Project Name	<u>183A Phase II</u>
Contract Name	<u>183A Phase II</u>
Contract Award Date	<u>December 21, 2009</u>
Contract Number	<u>10183A24601C</u>

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR _____ Date <u>10/17/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Ivan Svec</u></p> <p>Typed/Printed Title <u>Area Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$918,876.92</u></p> <p><b>For CTRMA use only:</b></p> <table border="1"> <tr><td>Original Contract Amount</td><td><u>\$76,792,413.92</u></td></tr> <tr><td>Previous Change Orders #01- #17</td><td><u>\$26,629.19</u></td></tr> <tr><td>Amount added by this change order:</td><td><u>\$918,876.92</u></td></tr> <tr><td>Revised contract amount to-date:</td><td><u>\$76,736,820.03</u></td></tr> </table>	Original Contract Amount	<u>\$76,792,413.92</u>	Previous Change Orders #01- #17	<u>\$26,629.19</u>	Amount added by this change order:	<u>\$918,876.92</u>	Revised contract amount to-date:	<u>\$76,736,820.03</u>
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RECOMMENDED FOR EXECUTION:

[Signature] 10/17/11  
HNTB GEC Project Manager Date

[Signature] 10/17/11  
HNTB GEC Construction Manager Date  
C. BILICH FOR M. EISELHUT

[Signature] 10-17-11  
CTRMA, Director of Engineering Date

APPROVED  REQUEST APPROVAL

[Signature] 10/17/11  
CTRMA, General Counsel Date

APPROVED  REQUEST APPROVAL

CTRMA, Executive Director Date

APPROVED  REQUEST APPROVAL



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**SPECIAL SPECIFICATION 531-XXX1**

**SIDEWALKS – SHARED USE PATH "GAP" CONSTRUCTION AND SHARED USE  
PATH DESIGN UPDATES**

**Description:** Work to be performed in accordance with plans for construction of the Shared Use Path "Gap" to connect the existing Shared Use Path at approximately RM 1431 to the Shared Use Path detailed in the original construction plans and incorporate work to be performed in association with design modifications for the construction of the Phase II Shared Use Path.

**Scope of Work:** Construct an additional Shared Use Path to connect the "Gap" between the 183A Phase I Shared Use Path and the 183A Phase II Shared Use Path as detailed in the original construction plans and update the Phase II Shared Use Path plans with new AASHTO design criteria. The construction of the Shared Use Path "Gap" and all design modifications shall be per the plans, specifications, and notes as provided to the contractor on 8/2/11 and 9/27/11, respectively, and as noted in this change order.

**Measurement and Payment:** Item will be paid via a fixed price change order to the work per Section 4.2 of the 183A Phase II contract.

**General Notes**

**Shared Use Path "Gap" STA 322+19.27 to STA 394+04.49**

The completion and Final Acceptance of the construction of the Shared Use Path "Gap" as shown in the plans provided to the contractor on 8/2/11 shall be required as a condition of project Final Acceptance to occur not later than 90 days after the contract Substantial Completion date. This only pertains to the Shared Use Path "Gap".

**SPECIAL SPECIFICATION**

1093

**Tree Protection in Construction Areas**

1. **Description.** Protect and assure the continued good health of existing trees identified on the plans or directed by the Engineer as "to be protected". Provide, install, maintain and remove upon completion of work, protective fences.

Protect all trees in the construction area identified to be retained in place as shown on the plans or as directed by the Engineer.

Protect all trees before any heavy equipment is allowed on the site and maintain protections in place for the duration of the project.

2. **Materials.** All materials shall meet the applicable requirements indicated below for the specified type of protection.
- (1) **Protective Fence.** Furnish construction fence as shown on the plans or approved by the Engineer.
    - (a) Construction Fence shall be 4 ft. high orange plastic mesh or approved equivalent supported on steel T-post a minimum of 6 ft. long.
    - (b) **Wound Paint.** Wound paint shall be an approved tree dressing.
3. **Construction Methods.** Conduct all construction activities in such manner as to protect all trees identified in the plans for protection.
- (1) **Protective Fence.** Unless otherwise shown on the plans or as directed by the Engineer, furnish construction fence.
  - (2) **Construction Fence.** Stretch smooth galvanized wire from post to post across the top of the fence and draw tight. Attach plastic mesh to the posts and top wire with aluminum tie wire or nylon ties, spaced at 3 ft. intervals. Drive T-posts into the ground a minimum of 18 in.
4. **Measurement.** Tree protection in construction will be measured by the methods as follows and as shown on the plans.
- "Tree Protection (Protective Fence)(Plastic)" will be measured by the foot of protective fence measured at the bottom of the fabric along the fence from center to center of end posts complete in place.



5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Tree Protection (Protective Fence)(Plastic)", This price shall be full compensation for all manipulations, labor, equipment, materials, accessories, and incidentals necessary to complete the work.