

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

RESOLUTION NO. 17-024

**APPROVE AMENDMENT NO. 5 TO THE GENERAL ENGINEERING CONSULTING
SERVICES MASTER AGREEMENT AND SUPPLEMENT NO. 4 TO WORK
AUTHORIZATION NO. 16 WITH HNTB CORP. FOR A TIME EXTENSION FOR THE
MOPAC IMPROVEMENT PROJECT**

WHEREAS, HNTB Corporation ("HNTB") serves as a general engineering consultant to the Mobility Authority under the Agreement for General Engineering Consulting Civil Engineering Services effective January 1, 2010 (the "GEC Agreement"); and

WHEREAS, by Resolution No. 13-40 dated June 26, 2014, the Board approved Work Authorization No. 16 for HNTB to provide Design/Build Oversight Services for the MoPac Improvement Project (the "Project"); and

WHEREAS, the GEC Agreement is currently set to expire May 31, 2017 and Work Authorization No. 16 is currently set to expire on April 30, 2017; and

WHEREAS, the Executive Director has determined that it would be beneficial to extend the expiration date of both the GEC Agreement and Work Authorization No. 16 to December 31, 2017; and

WHEREAS, the Executive Director and HNTB have negotiated proposed Amendment No. 5 to the GEC Agreement which is attached hereto as Exhibit A and extends the time of performance to December 31, 2017; and

WHEREAS, the Executive Director and HNTB have negotiated proposed Supplement No. 4 to Work Authorization No. 16 which is attached hereto as Exhibit B and extends the time of performance to December 31, 2017 and revises other terms necessary to implement the required project management services necessary to oversee the design and construction of the Project; and

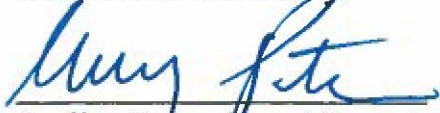
WHEREAS, the Executive Director recommends approval of proposed Amendment No. 5 to the GEC Agreement and Supplement No. 4 to Work Authorization No. 16.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves Amendment No. 5 and Supplement No. 4 with Work Authorization No. 16 in substantially the form attached hereto as Exhibit A and Exhibit B, respectively; and

BE IT FURTHER RESOLVED that the that the Executive Director is authorized to finalize and execute Amendment No. 5 to the GEC Agreement and Supplement No. 4 to Work Authorization No. 16 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of April 2017.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Fifth Amendment
To the
Agreement for General Consulting Civil Engineering Services

This Fifth Amendment to the “Agreement for General Consulting Civil Engineering Services” by and between the Central Texas Regional Mobility Authority (the “CTRMA” or “Authority”) and HNTB Corporation, a Delaware corporation, (the “GEC”) effective December 23, 2009 (the “Agreement”) is effective April 26, 2017.

The Agreement currently expires on May 31, 2017. The parties agree to extend the Agreement for seven months.

Authority and GEC therefore agree Section 5 of the Agreement is hereby amended to read in its entirety as follows:

5. TIME OF PERFORMANCE:

This Agreement is extended for seven months and will terminate on December 31, 2017, subject to earlier termination under Section 6, 7, 8, or to a further extension of the term by mutual written agreement of the parties.

Each party is signing this amendment on the date stated in the introductory clause.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

HNTB CORPORATION

By _____
Mike Heiligenstein, Executive Director

By _____
Carlos Lopez, P.E., Senior Vice President

Exhibit B

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 16

SUPPLEMENT NO. 4

This Supplement No. 4 to Work Authorization No. 16, dated April 27, 2013, is made as of this ____ day of _____ 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES (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:

MoPac Improvement Project Oversight and Disputes Board Oversight

The Project schedule requires extension in order to complete the project, necessitating amendment to the Work Authorization 16 schedule to continue the defined services. The following terms and conditions supersede Supplement No. 3 to Work Authorization No. 16 as follows:

Section A. – Scope of Services

A1. – Design-Build Oversight.

The scope of services defined in Attachment A of Work Authorization 16, as amended by Supplement No. 1 and Supplement No. 2, remain in full force and effect with respect to the overseeing of design and construction of the Project.

A2. – Claims.

Additional services under this Supplement are comprised of the completion of processes, tasks and deliverables related to D/B Contractor claims review, negotiation and potential for Disputes Board Hearings, as depicted below.

The services will involve the completion of the following tasks begun under Supplement No. 2:

- Review of D/B Contractor submitted claims, entitlement packages and/or requests for equitable adjustment (all referred to as claims);
- Research of contract clauses;
- Review of project related documentation;
- Coordination with Project team members and outside counsel (Locke Lord);
- Outlining, writing and finalizing original responses to D/B Contractor claims;
- Outlining, writing and finalizing Position Papers, Rebuttal Papers and Presentation;
- Coordination with Project team members and outside counsel (Locke Lord) and Expert Witnesses in preparation for Disputes Board Hearings;
- Response to Disputes Board rulings

- Development of supplement negotiation materials for the Authority that may be required due to Disputes Board rulings; and
- Publication and transmittal of necessary documents.

A3. – General Disputes Board Support.

In addition to the above, the GEC will continue to provide support related to asserted claims and/or potential change orders that may result in claims.

It is understood by the Authority and the GEC that there may be settlement of any claims by the D/B Contractor and the Authority prior to Disputes Board Hearings. No services are anticipated for litigation brought by either the Authority or the D/B Contractor related to a rejection of Disputes Board recommendations related to these issues. Those services and associated fees may be negotiated under an additional supplement.

Section B. - Schedule

GEC shall perform the Services based on an as needed basis through December 31, 2017, at which time this task order will expire. The parties mutually agree that, in order for the GEC to provide services beyond this date, a time extension will be required.

Section C. – Compensation

C1. – General

In return for the performance of the foregoing obligations, the Authority has authorized an amount not-to-exceed \$7,650,000 based on a Cost Plus fee in Attachment B – SWA04 Fee Estimate and Section D - Other Provisions. This amount increased the previous not-to-exceed amount for Work Authorization No. 16 from \$22,930,663 to \$30,580,663. All other Compensation terms shall be in accordance with the Agreement.

C2. – Expenses.

With respect to expenses for this Supplement No. 4, the amount of \$7,650,000 includes a total of \$408,918 for expenses that will be billed on a lump sum pro-rated basis monthly, as shown in Attachment B – SWA04 Fee Estimate.

C3. – Compensation Provisions.

The Authority and the GEC agree that the budget amounts contained in Attachment B-SWA04 Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization, as approved by the Authority. Upon approval by the Authority, 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.

Section D. – Other Provisions

D1. – Notices to Proceed.

The Authority and the GEC agree that Notice to Proceed shall be as follows:

Notice to Proceed 1 (NTP1) – NTP1 authorized the GEC to provide the services from July 1, 2016 through September 30, 2016 in an amount not to exceed \$3.1 Million.

Notice to Proceed 2 (NTP2) – NTP2, authorized the GEC to continue providing the services from October 1, 2016 through April 30, 2017 with an additional amount not to exceed of \$2.7 Million.

Notice to Proceed 3 (NTP3) – Execution of this Supplement No. 4 shall constitute NTP3, authorizing the GEC to continue providing the services from May 1, 2017 through December 31, 2017 with an additional amount not to exceed of \$1.85 Million..

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: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Services

Not Used

Attachment B
SWA04 Fee Estimate

	HNTB	DBE SUB	NON-DBE SUB	TOTAL
Total Labor & Overhead & Profit				
Project Management Oversight	\$776,346			\$776,346
Claims Review and DRB Support	\$519,570	\$25,200	\$26,082	\$570,852
Toll Facilities	\$514,217			\$514,217
Project Controls	\$324,832	\$129,910	\$26,838	\$481,580
Public Involvement	\$136,814	\$75,680		\$212,494
Construction Oversight	\$3,357,979	\$1,304,488	\$22,169	\$4,684,636
Sub-Total Burdened Labor	\$5,629,758	\$1,535,278	\$75,089	\$7,240,125
Expenses	\$317,966	\$86,712	\$4,241	\$408,918
Total Fee (Design/Build Oversight)	\$5,947,724	\$1,621,990	\$79,330	\$7,649,043
			Round To:	\$7,650,000

	TOTAL	SPENT THROUGH 2/24/2017	FUNDS REMAINING
Total Fee (Design/Build Oversight)	\$7,650,000	\$4,464,510	\$3,185,490

Attachment B SWA04 Fee Estimate

Expense Summary	
Oversight Expenses	
	Monthly amount for months 1-10 after supplement execution
Expenses - includes mileage, travel, leased vehicles*, vehicle supplies, field / safety equipment, network/technology, desk phones, wiring, computers, earth cam, miscellaneous supplies, vendors, and other expenses for field office	\$30,892

10 months \$308,918

*Vehicle expenses are anticipated through September 2016. Any work requiring the extension of vehicle leases beyond September 2016 will require additional fee.

DB Expenses	
	Monthly amount for months 1-6 after supplement execution
Expenses - includes mileage, travel, printing, exhibits, delivery/courier charges, and miscellaneous supplies	\$16,667

6 months \$100,000

Grand total expenses: \$408,918