



**CENTRAL TEXAS
Regional Mobility Authority**

September 7, 2016
AGENDA ITEM #7

Approve Work Authorization No. 3 with Parsons
Brinckerhoff, Inc. for GEC Services related to the SH
45 Southwest Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: \$1,150,000.00
Funding Source: Reimbursed with Project Funds
Action Requested: Consider and act on draft resolution

Summary:

On July 1, 2016, the Mobility Authority entered into an Agreement with Parsons Brinckerhoff, Inc. for General Consulting Civil Engineering Services. This work authorization approves Parsons Brinckerhoff, Inc. to provide support of current activities including oversight of construction management, project management and administration in initial amount of \$1,000,000.00. The Draft Resolution authorizes an additional \$150,000.00 as contingency, for a total amount not to exceed \$1,150,000.00.

Backup provided: Work Authorization No. 3
Fee Estimate
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVAL OF WORK AUTHORIZATION NO. 3 WITH PARSONS
BRINCKERHOFF, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
RELATED TO THE SH 45 SW PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with Parsons Brinckerhoff, Inc. for general consulting civil engineering services; and

WHEREAS, the Executive Director and Parsons Brinckerhoff have agreed to proposed Work Authorization No. 3 for general engineering consultant services for the SH 45 SW Project; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 3 to be in an amount not to exceed \$1,150,000, including contingency; and

WHEREAS, the Services defined in Work Authorization No. 3 are scheduled to expire on December 31, 2019, or when all tasks associated with the Scope of Services are completed; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Work Authorization No. 3, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$1,150,000 for the services described in Work Authorization No. 3; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 3 with Parsons Brinckerhoff, Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT D
WORK AUTHORIZATION
WORK AUTHORIZATION NO.3

This Work Authorization is made as of this ____ day of _____, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the “Agreement”), between the Central Texas Regional Mobility Authority (“Authority”) and **Parsons Brinckerhoff, Inc.**, (“GEC”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

45 Southwest – Construction Phased Services

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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 – Scope of Work

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on December 31, 2019, or when all tasks associated with the Scope of Services are complete as defined by the Authority.

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 **\$1,000,000.00** based on a Cost Plus fee listed in Attachment B – Fee Estimate. 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:

N/A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

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

GEC: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario Medina

Signature: _____

Signature: _____

Title: Executive Director

Title: Area Manager

Date: _____

Date: _____

CENTRAL TEXAS RMA

ATTACHMENT A – SCOPE OF WORK

WORK AUTHORIZATION NO. 1

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

General

The services to be performed by the GEC will include construction management and oversight activities necessary to oversee the construction of the SH 45SW Project through a Design-Bid-Build construction contract. The services are to include the professional services and associated deliverables required to fulfill the obligations under this contract as described herein.

In general, the GEC will oversee the construction activities of the Contractor, CE&I and IECM for contract compliance and compliance with environmental commitments and report to the CTRMA. The GEC's oversight responsibilities will include monitoring, auditing, reviewing, commenting, and reporting on the Contractor's compliance with project requirements and monitoring the CE&I and IECM for compliance with professional services contract obligations.

The GEC will perform general project management activities including preparation of project reports and documents, document management, schedule reviews, and provide general technical and construction support services. The GEC will participate in construction meetings between the Contractor, CE&I and IECM; facilitate meetings between the CTRMA, Contractor, CE&I and IECM; and provide construction oversight support for construction, inspection and engineering services and environmental compliance services for the Project including utility coordination and engineering and providing the RMA with public involvement and outreach and media outreach support.

The GEC will be the single point of contact between the CTRMA and the Contractor, CE&I and IECM. The GEC will function as an extension of the CTRMA's staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC will provide recommendations where applicable to aid the STATE in their decision-making and approval process.

The GEC staff will be located at the CTRMA main office and will provide a minimum construction management staff at the Contractor-provided Project Field Office to effectively fulfill its oversight responsibilities including invoicing and administrative support for activities required to complete the overall construction oversight efforts. This staff will represent the CTRMA's interests as defined in the construction contract.

1. Project Management and Administration

1.1. Organization and Staffing

The GEC will:

- Develop and maintain a staffing plan for consistency and appropriate levels of field staffing. Provide staff to manage the daily oversight activities of the Project.
- Work with CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, contractors and the general public to coordinate construction activities.
- Coordinate, contract and provide oversight for sub-consultants.

1.2. Reporting

The GEC will:

- Prepare and issue monthly status reports on the Project's construction status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to CTRMA on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub-consultants.
- Track, monitor, and prepare reports on HUB utilization for the GEC and sub-contractors, and HUB/SBE programs for construction contracts.
- Perform all duties and services, render opinions, and issue certificates specified for the GEC in the Trust Agreement(s) necessary for securing the revenue bonds issued by the CTRMA to finance the Project.
- Prepare Quarterly Reports with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

1.3. Document Controls

The GEC will:

- Maintain and retain pertinent documentation on the Project. Maintain Project files for the duration of the Project.
- Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications.
- At the completion of the Project, transfer project files to CTRMA for their storage.
- Coordinate document integration with the CTRMA EDMS.
- Perform retrieval of documents as a result of Open Records Requests or at the request of the CTRMA.

1.4. Project Meetings & Documentation

The GEC will:

- Participate in weekly Project construction progress meetings and issue resolution meetings (as needed) to assess progress, schedule, quality of work performed services being provided and identification of issues. as well as identify issues:
- Coordinate the details of and participate in Project's Partnering Meetings, if held, as a

representative of the CTRMA. The costs associated with the Partnering Meetings, such as venue and facilitator, will be the responsibility of CTRMA.

- The GEC will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

1.5. Project Scheduling

The GEC will:

- Evaluate, monitor and verify according to contractual requirements, the construction schedule (baseline and updates) as submitted by the Contractor.
- Report and verify the Contractor's progress and upcoming milestones on a monthly basis to CTRMA.
- Identify, catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and report to CTRMA.
- Provide progress model of Baseline Schedule and schedule revisions.

1.6. General Technical Support

The GEC will provide technical support and contract management assistance as required by the CTRMA toward the successful completion of the Project; including:

- Preparation of technical exhibits and documents
- Advise the CTRMA on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services.

1.7. Construction Coordination Support

The GEC will Support CTRMA in coordination and any interlocal agency agreements or stakeholders including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Hays County
- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by CTRMA

DELIVERABLES

- Monthly progress reports
- Quarterly Reports

- Quarterly Risk Register updates
- Correspondence

2. Contract Management and Compliance Monitoring

The GEC will oversee Contractor, CE&I and IECM activities for contract compliance and coordinate with the CE&I and EICM to provide construction oversight support for construction, inspection and engineering services and environmental compliance services for the Project.

2.1. Contract Management

The GEC will:

- Monitor review of Change Orders on the Project and cost estimates prepared by the Contractor
- Monitor with evaluation of Contractor claims for extension of time
- Monitor review Contractor pay requests for proper documentation and signature by the Contractor in accordance with the requirements of the Contract and to ensure that it accurately reflects monies due for acceptable work completed.
- Coordinate with the Engineer(s) of Record.
- Coordinate with the Contractor, affected third parties, interested agencies, emergency responders and CTRMA for major traffic disruptions.
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractor, designers or interested parties.
- Monitor permit close-out activities.
- Facilitate close-out activities including compiling Record (As-Built) Plans incorporating construction revisions into the original “as bid” construction plans.

2.2. Compliance Monitoring

The GEC will:

- Coordinate and monitor environmental commitments consistently throughout the CTRMA Projects.
- Coordinate with the Contractor, CE&I and IECM for adherence to Project permitting requirements and documenting compliance. The GEC will issue non-compliant documentation in instances where permit requirements fall below requirements.

DELIVERABLES

- Progress reporting and documentation of activities
- Correspondence.

3. Utility Coordination and Engineering

The GEC will:

3.1. Utility Adjustment Coordination

- Participate in meetings, as necessary, in the utility coordination process.
- Schedule periodic meetings with utility owner's representatives for coordination purposes.
- Attend meetings with CTRMA and other interested parties as directed.
- Meet with the Contractor and/or designer as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners.
- Assist CTRMA with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities. The GEC will also prepare draft agreements for CTRMA's use including the necessary exhibits and information concerning the Project (such as reports, plans and surveys).
- Monitor and report utility adjustment status.

3.2. Utility Engineering

- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; the GEC is not responsible for actual location of utilities.

DELIVERABLES

- Progress reporting and documentation of activities
- Correspondence.

4. Public Involvement Support

Support CTRMA in the administration, management and coordination of the overall public involvement efforts.

4.1. Public Information and Construction Updates

Coordinate and assist with public outreach concerning Project information and construction updates, including:

- Respond to public inquiries regarding the Project, specifically with the use of a telephone hotline phone number and an e-mail hotline address.
- Coordinate with the Contractor to prepare and conduct monthly briefings to stakeholders, as needed.

4.2. Public Outreach Support

Coordinate / support / assist various public outreach meetings and events, as requested by the CTRMA; including:

- Small meetings and one-on-one meetings with stakeholders.

- Project tours for visitors and other delegations.

4.3. Media Outreach Support

Assist the CTRMA Director of Communications, as requested, with the following public and media outreach tasks:

- Update the Project web site.
- Issuance of public notices of traffic phase changes and local road detours and closures with the Contractor.
- Respond to media inquiries.
- Respond to Open Record Requests.

5. Greenroads Certification

The GEC will provide support for obtaining Greenroads certification for the Project. The GEC will prepare studies, analysis, reports and documentation in sufficient details to meet the requirements of the Greenroads Rating System.

ATTACHMENT B - Fee Estimate

45SW - WA #1		Sr Engineering Manager (P14)	Computer Graphics Specialist (P10)	Public Involvement (P9)	Senior Project Manager	Engineer III	Scheduler III	Engineering I	Engineer I	Admin/Clerical III	Lead Utility Coordinator	Lead Utility Coordinator	Administrative Assistant	TOTAL	TOTAL
Estimated Average Labor Rates		\$80.00	\$70.00	\$55.00	\$90.00	\$38.00	\$70.00	\$32.00	\$32.00	\$29.00	\$60.00	\$60.00	\$22.00	HRS	FEE
TASK / WORK DESCRIPTION															
45 SW Construction Phased Services															
Task 1	Project Management and Administration														
Task 1.1	Organization and Staffing				40									40	\$10,692.00
Task 1.2	Reporting	40			40			400		80	80			640	\$77,732.86
Task 1.3	Document Controls									800				800	\$68,904.00
Task 1.4	Project Meetings and Documentation				100			400		80				580	\$71,636.40
Task 1.5	Project Scheduling				80		440							520	\$112,860.00
Task 1.6	General Technical Support				100			200						300	\$45,738.00
Task 1.6	Construction Coordination Support				80									80	\$21,384.00
Task 2	Contract Management and Compliance Monitoring														
Task 2.1	Contract Management				280			300						580	\$103,356.00
Task 2.2	Compliance Monitoring				280			300						580	\$103,356.00
Task 3	Utility Coordination and Engineering														
Task 3.1	Utility Adjustment Coordination				40			80			80	200	200	600	\$76,595.20
Task 3.2	Utility Engineering				40			80			80	200		400	\$64,495.20
Task 4	Public Involvement Support														
Task 4.1	Public Information and Construction Updates		40	140	20			120						320	\$46,067.01
Task 4.2	Public Outreach Support		40	140				120						300	\$40,721.01
Task 4.3	Media Outreach Support			80										80	\$12,284.89
Task 5	Greenroads Certification					200		200	400	600				1400	\$131,274.00
TOTAL DIRECT LABOR		40	80	360	1100	200	440	2200	400	1560	240	400	200	7220	
% Total by Classification		0.55%	1.11%	4.99%	15.24%	2.77%	6.09%	30.47%	5.54%	21.61%	3.32%	5.54%	2.77%		
Labor Costs		\$ 3,200.00	\$ 5,600.00	\$ 19,800.00	\$ 99,000.00	\$ 7,600.00	\$ 30,800.00	\$ 70,400.00	\$ 12,800.00	\$ 45,240.00	\$ 14,400.00	\$ 24,000.00	\$ 4,400.00		
Overhead Rate		1.5382	1.5382	1.5382	1.7	1.7	1.7	1.7	1.7	1.7	1.5	1.5	1.5		
Overhead Costs		\$ 4,922.24	\$ 8,613.92	\$ 30,456.36	\$ 168,300.00	\$ 12,920.00	\$ 52,360.00	\$ 119,680.00	\$ 21,760.00	\$ 76,908.00	\$ 21,600.00	\$ 36,000.00	\$ 6,600.00		
Profit		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%		
Profit Costs		\$ 812.22	\$ 1,421.39	\$ 5,025.64	\$ 26,730.00	\$ 2,052.00	\$ 8,316.00	\$ 19,008.00	\$ 3,456.00	\$ 12,214.80	\$ 3,600.00	\$ 6,000.00	\$ 1,100.00		
Total Loaded Labor		\$ 8,934.46	\$ 15,635.31	\$ 55,282.00	\$ 294,030.00	\$ 22,572.00	\$ 91,476.00	\$ 209,088.00	\$ 38,016.00	\$ 134,362.80	\$ 39,600.00	\$ 66,000.00	\$ 12,100.00		\$ 987,096.57
Total Direct Expenses		\$	\$ 5,390.00												
Total		\$	\$ 992,486.57												