

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

**RESOLUTION NO. 07-12**

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 § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and conducted a thorough evaluation process, designed to assure fairness and objectivity and to determine which proposal provided the best value to the CTRMA; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the proposer that provided the best value to the CTRMA and directed the Executive Director and staff to finalize a CDA for the development of 183-A with Hill Country Constructors; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, in Resolution No. 04-53, dated October 27, 2004, the CTRMA Board of Directors approved Work Authorization No. 4 concerning work necessary to oversee the design and construction activities performed under the CDA; and

WHEREAS, the GEC has requested approval of a supplement to Work Authorization No. 4; and

WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Supplement No. 1 to Work Authorization No. 4, attached hereto as Attachment "A", and the cost thereof is necessary and appropriate.

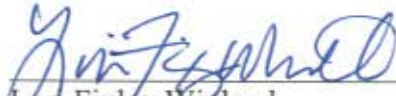
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 1 to Work Authorization No. 4, attached hereto as Attachment "A", provided that any work commenced under the Work Authorization No. 4 or the Supplement thereto continue to be subject to the GEC presenting, on a quarterly basis, a report on work performed to date under the Work Authorization No. 4 and receiving board approval of work to be performed during the next quarter; and

BE IT FURTHER RESOLVED, that all work performed under the Supplement to Work Authorization No. 4 shall be subject to the Agreement for General Consulting Civil Engineering


Services between the CTRMA and the GEC; that all work performed under the Supplement to Work Authorization No. 4 shall be funded solely from the existing toll equity grant money for US 183-A and the proceeds of the project financing for 183-A; and that no additional work may be undertaken without the specific approval of the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of March 2007.

Submitted and reviewed by:

  
\_\_\_\_\_  
Lon Fixley Winland  
Acting General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 07-12  
Date Passed 03/28/07

**EXHIBIT B****WORK AUTHORIZATION****Work Authorization No. 4****Supplement No. 1**

This Supplement No. 1 to work Authorization No. 4 is made as of this 28<sup>th</sup> day of March, 2007, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1st, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). The contract award amount of this Work Authorization Supplement is **\$184,732.00**. This Work Authorization Supplement is made for the following purpose, consistent with the services defined in the Agreement:

*Utility and Driveway Permit Process, Right-of-Way Maps Update and Speed Study for 183A*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Refer to 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.

N/A

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Refer to 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:

Services under this Supplement 1 to Work Authorization 4 are expected to be substantially complete within **6 months** from the date this Work Authorization Supplement becomes effective. 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 **\$184,732.00** based on Attachment B-Fee Estimate and Attachment C-Fee Schedule. This will increase the not to exceed compensation amount for Work Authorization 4 from \$14,178,080.95 to \$14,362,812.95.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. 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 future Work Authorizations.

**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: HNTB Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRAL TEXAS RMA****ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 4 – SUPPLEMENT NO. 1****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)**

This scope of work includes the continuation of those professional services and associated deliverables required by the CTRMA for March 2007 through September 2007.

In summary, this scope will entail those services required to assist the Central Texas Regional Mobility Authority (CTRMA) in: Preparing the final right-of-way maps for the 183A Project; Preparing and managing the utility and driveway permitting process, and conducting a speed study for the 183A Turnpike project.

The tasks in this scope of work will not be performed or the funds utilized until requested by the CTRMA.

**Utility and Driveway Permit Processing**

- The GEC will develop a CTRMA Utility and Driveway Permitting Policy and Fee Schedule.
- The GEC will process Utility and Driveway Permits.

**Update Right-of-Way Maps**

- The GEC will update the right-of-way maps to include revisions to parcels that occurred during the right-of-way acquisition.
- The GEC will update the right-of-way maps to include the utility easements created during the utility relocations.
- The GEC will update the right-of-way maps to include the ultimate drainage easements.

**Speed Study**

- The GEC will prepare a speed study to determine the posted speed for the 183A Turnpike Project.

Task	Work Description	MANHOURS							TOTAL	
		A	B1	B	C	D	E	F1		F
<b>1.0</b>	<b>Utility and Driveway Permit Process</b>									
1.1	Prepare Procedures	16		60		180	50		60	366
1.2	Process Permits	16		80		180	50		60	386
<b>2.0</b>	<b>Update Right-of-Way Maps</b>									
2.1	Review Deeds	4		8	20	40	60			132
2.2	Review Utility Easements	4		8	20	40	60			132
2.3	Prepare Maps	4		16	60	60	60			200
2.4	Review Maps	4		16	24					44
<b>3.0</b>	<b>Conduct Speed Study</b>									
3.1	Data Collection	4		4		85				93
3.2	Prepare Report	8		16		48		6		78
<b>TOTAL GEC TEAM DIRECT LABOR</b>		60	0	208	124	633	280	0	126	1431
<i>% Total by Classification</i>		4.19%	0.00%	14.54%	8.67%	44.23%	19.57%	0.00%	8.81%	

<b>Total Loaded Labor</b>	\$ 13,752	\$ -	\$ 39,224	\$ 19,786	\$ 77,132	\$ 25,995	\$ -	\$ 8,042	\$ 183,932
---------------------------	-----------	------	-----------	-----------	-----------	-----------	------	----------	------------

Direct Expenses	Cost
Plotting and Reproduction	\$ 500
Mail and Deliveries	\$ 50
Travel and Field Expenses	\$ 250
<b>Total Direct Expenses</b>	<b>\$ 800</b>
<b>Total Loaded Labor</b>	<b>\$ 183,932</b>
<b>Total Direct Expenses</b>	<b>\$ 800</b>
<b>Total</b>	<b>\$ 184,732</b>

**EXHIBIT B****WORK AUTHORIZATION NO. 4****SUPPLEMENT NO. 1**

This Supplement No. 1 to work Authorization No. 4 is made as of this 28<sup>th</sup> day of March, 2007, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1st, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). The contract award amount of this Work Authorization Supplement is **\$184,732.00**. This Work Authorization Supplement is made for the following purpose, consistent with the services defined in the Agreement:

*Utility and Driveway Permit Process, Right-of-Way Maps Update and Speed Study for 183A*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Refer to 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.

N/A

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Refer to 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:

Services under this Supplement 1 to Work Authorization 4 are expected to be substantially complete within **6 months** from the date this Work Authorization Supplement becomes effective. 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 **\$184,732.00** based on Attachment B-Fee Estimate and Attachment C-Fee Schedule. This will increase the not to exceed compensation amount for Work Authorization 4 from \$14,178,080.95 to \$14,362,812.95.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. 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 future Work Authorizations.

**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: HNTB Corporation

By: Robert E. Tesch

By: RICHARD L. RIDINGS

Signature: Robert E. Tesch

Signature: Richard L. Ridings

Title: Chairman

Title: VICE PRESIDENT

Date: 4-3-07

Date: 3/28/2007

General Counsel Approval: Jim Funder



**CENTRAL TEXAS RMA****ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 4 – SUPPLEMENT NO. 1****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)**

This scope of work includes the continuation of those professional services and associated deliverables required by the CTRMA for March 2007 through September 2007.

In summary, this scope will entail those services required to assist the Central Texas Regional Mobility Authority (CTRMA) in: Preparing the final right-of-way maps for the 183A Project; Preparing and managing the utility and driveway permitting process, and conducting a speed study for the 183A Turnpike project.

The tasks in this scope of work will not be performed or the funds utilized until requested by the CTRMA.

**Utility and Driveway Permit Processing**

- The GEC will develop a CTRMA Utility and Driveway Permitting Policy and Fee Schedule.
- The GEC will process Utility and Driveway Permits.

**Update Right-of-Way Maps**

- The GEC will update the right-of-way maps to include revisions to parcels that occurred during the right-of-way acquisition.
- The GEC will update the right-of-way maps to include the utility easements created during the utility relocations.
- The GEC will update the right-of-way maps to include the ultimate drainage easements.

**Speed Study**

- The GEC will prepare a speed study to determine the posted speed for the 183A Turnpike Project.

Task	Work Description	MANHOURS								TOTAL HRS	
		(Labor Rates)	A	BI	B	C	D	E	FI		F
		\$ 79.00	\$ 79.00	\$ 65.00	\$ 55.00	\$ 42.00	\$ 32.00	\$ 32.00	\$ 22.00		
<b>1.0</b>	<b>Utility and Driveway Permit Process</b>										
1.1	Prepare Procedures		16		60		180	50		60	366
1.2	Process Permits		16		80		180	50		60	386
<b>2.0</b>	<b>Update Right-of-Way Maps</b>										
2.1	Review Deeds		4		8	20	40	60			132
2.2	Review Utility Easements		4		8	20	40	60			132
2.3	Prepare Maps		4		16	60	60	60			200
2.4	Review Maps		4		16	24					44
<b>3.0</b>	<b>Conduct Speed Study</b>										
3.1	Data Collection		4		4		85				93
3.2	Prepare Report		8		16		48			6	78
<b>TOTAL GEC TEAM DIRECT LABOR</b>			60	0	208	124	633	280	0	126	1431
<i>% Total by Classification</i>			4.19%	0.00%	14.54%	8.67%	44.23%	19.57%	0.00%	8.81%	

Labor Costs		\$ 4,740	\$ -	\$ 13,520	\$ 6,820	\$ 26,586	\$ 8,960	\$ -	\$ 2,772	\$ 63,398
Overhead Costs	152.28%	\$ 7,218	\$ -	\$ 20,588	\$ 10,385	\$ 40,485	\$ 13,644	\$ -	\$ 4,221	\$ 96,543
Profit	15.00%	\$ 1,794	\$ -	\$ 5,116	\$ 2,581	\$ 10,061	\$ 3,391	\$ -	\$ 1,049	\$ 23,991
<b>Total Loaded Labor</b>		\$ 13,752	\$ -	\$ 39,224	\$ 19,786	\$ 77,132	\$ 25,995	\$ -	\$ 8,042	\$ 183,932

Direct Expenses	Cost
Plotting and Reproduction	\$ 500
Mail and Deliveries	\$ 50
Travel and Field Expenses	\$ 250
<b>Total Direct Expenses</b>	<b>\$ 800</b>
<b>Total Loaded Labor</b>	<b>\$ 183,932</b>
<b>Total Direct Expenses</b>	<b>\$ 800</b>
<b>Total</b>	<b>\$ 184,732</b>

<u>Environmental</u>		MANHOURS								TOTAL HRS	
		<i>A</i>	<i>BI</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>FI</i>	<i>F</i>		
<i>Task</i>	<i>Work Description</i>	(Labor Rates)	\$ 79.00	\$ 79.00	\$ 65.00	\$ 55.00	\$ 42.00	\$ 32.00	\$ 32.00	\$ 22.00	
183A Reevaluation											
1	Document Preparation							100	40	140	
2	Data Collection							40		40	
3	Existing Environment							40	8	48	
4	Direct Effects							80	40	120	
5	Indirect and Cumulative Impacts Analysis							220	100	320	
6	EPIC/Mitigation			8				60	40	108	
7	Public Involvement			60				60	40	184	
8	Project Management					40				40	
9	QA/QC			28		20		20		68	
10	Progress Reports					8		24		32	
11	Meetings	16		16		48		12	16	108	
12	Engineering and Technical Support	24		24		52				100	
183A Section 106 Consultation											
1	Consultation			56						56	
<b>TOTAL GEC TEAM DIRECT LABOR</b>			40	56	136	0	168	656	284	24	1364
<i>% Total by Classification</i>			2.93%	4.11%	9.97%	0.00%	12.32%	48.09%	20.82%	1.76%	100.00%
Labor Costs			\$ 3,160	\$ 4,424	\$ 8,840	\$ -	\$ 7,056	\$ 20,992	\$ 9,088	\$ 528	\$ 54,088
Overhead Costs			152.28% \$ 4,812	\$ 6,737	\$ 13,462	\$ -	\$ 10,745	\$ 31,967	\$ 13,839	\$ 804	\$ 82,365
Profit			15.00% \$ 1,196	\$ 1,674	\$ 3,345	\$ -	\$ 2,670	\$ 7,944	\$ 3,439	\$ 200	\$ 20,468
<b>Total Loaded Labor</b>			\$ 9,168	\$ 12,835	\$ 25,647	\$ -	\$ 20,471	\$ 60,902	\$ 26,366	\$ 1,532	\$ 156,921
<b>Direct Expenses</b>											
Environmental Reevaluation			\$ 7,100								
MOU Travel & Field Expenses			\$ 3,500								
<b>Total Direct Expenses</b>			\$ 10,600								
<b>Total Loaded Labor</b>			\$ 156,921								
<b>Total Direct Expenses</b>			\$ 10,600								
<b>Total</b>			\$ 167,521								