

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

RESOLUTION NO. 07-20

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. 04-52, dated October 27, 2004, the 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. 2 to Work Authorization No. 4, attached hereto as Attachment "A", and the cost thereof are necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 2 to Work Authorization No. 4, attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 4 or Supplement No. 2 thereto continue to be subject to the GEC presenting, on a quarterly basis, a report on work performed to date under Work Authorization No. 4 and receiving Board approval of work to be performed during the next quarter; and

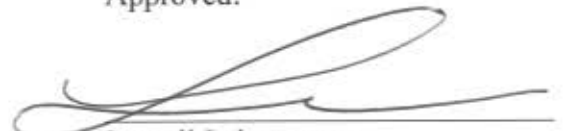
BE IT FURTHER RESOLVED, that all work performed as reflected in Attachment "A" shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC; that all work performed under Attachment "A" shall be funded solely from the existing toll equity grant money for 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 30th day of May, 2007.

Submitted and reviewed by:


Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:


Lowell Lebermann
Vice-Chairman, Board of Directors
Resolution Number 07-20
Date Passed 5/30/07

Attachment "A"

Supplement No. 2 to Work Authorization No. 4

EXHIBIT B**WORK AUTHORIZATION NO. 4****SUPPLEMENT NO. 2**

This Supplement No. 2 to work Authorization No. 4 is made as of this 30th day of May, 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 **\$500,817.00**. This Work Authorization Supplement is made for the following purpose, consistent with the services defined in the Agreement:

Additional Construction Oversight, Change Order Preparation, Project Management, and Design Services 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 2 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 **\$500,817.00** based on Attachment B-Fee Estimate.

This will increase the not to exceed compensation amount for Work Authorization 4 from \$14,362,812.95 to \$14,863,629.95.

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: _____

General
Counsel
Approval: _____

CENTRAL TEXAS RMA**ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 4 – SUPPLEMENT NO. 2****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 June 2007 through November 2007.

In summary, this scope will entail those services required to assist the Central Texas Regional Mobility Authority (CTRMA) in: Construction Oversight, Change Order Management and Design for the 183A Turnpike project.

Construction Oversight

- The GEC will provide oversight for major construction elements that have continued beyond Substantial Completion deadline, and for the change orders requested by CTRMA.

Change Order Preparation

- The GEC will prepare estimates and negotiate change orders requested by CTRMA.

Project Management

- The GEC will provide project management services for the completion of change orders and oversight of the major construction elements that have continued beyond Substantial Completion.

Design Services

- The GEC will provide final design drawings for the Scottsdale Drive intersection and the curb and gutter between Medical Parkway and RM 1431.
- The GEC will provide design review, design and issue resolution services on driveway requests, signal timing & operations, drainage improvements, intersection analysis and signage for the 183A Project.
- The GEC will provide additional design services, surveying, environmental permitting, railroad permitting, and easement acquisition for the shared use path between South Brushy Creek and RM 1431.

CTRMA GEC HNTB Corporation - MANHOOR BREAKDOWN May 30, 2007	DRAFT	CTRMA WORK AUTHORIZATION NO. 4.0 SUPPLEMENT NO. 2
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Task 1 - Financial Analyses of Phase II Toll Projects

Task	Work Description	(Labor Rates)	MANHOURS							TOTAL HRS	
			A	BI	B	C	D	E	F1		F
1.0 Construction Oversight											
1.1	Richard Ridings		60								60
1.2	Michael Snare			160							160
1.3	Ginny Burcham							620			620
1.4	CJ Boggs									400	400
1.5	Carmen Merryfield					200					200
2.0 Change Order Management											
2.1	Richard Ridings		60								60
2.2	Michael Snare			120							120
2.3	Chris Prosperi							200			200
2.4	Kris Keith						160				160
2.5	Bob Lindquist				80						80
3.0 Project Management											
3.1	Richard Ridings		80								80
3.2	Michael Snare			100							100
3.3	Sonia Ramos								160		160
3.4	Laura Harris						60				60
3.5	Property Owner Coordination & PI						80	80			160
4.0 Design of Scottsdale, 1431 Curb & Gutter, Shared Use Path Additional Efforts											
4.1	Title Sheet and General Notes				8		8		24		40
4.2	Typical Sections						12	24	24		60
4.3	Quantities						16	32	80		128
4.4	Roadway Plans						32	64	40		136
4.5	Drainage Plans and Calcs						20	40	32		92
4.6	Standards				4						4
4.7	QA/QC	8	20	32							60
4.8	Surveying			24			80	120			224
4.9	Permitting and Environmental			40			120	200	40		400
4.10	Easement Acquisition			80			24	24			128

TOTAL GEC TEAM DIRECT LABOR	208	400	188	80	812	1404	400	400	3892
<i>% Total by Classification</i>	5.34%	10.28%	4.83%	2.06%	20.86%	36.07%	10.28%	10.28%	

Labor Costs		\$ 16,432	\$ 31,600	\$ 12,220	\$ 4,400	\$ 34,104	\$ 44,928	\$ 12,800	\$ 8,800	\$ 165,284
Overhead Costs	155.59%	\$ 25,567	\$ 49,166	\$ 19,013	\$ 6,846	\$ 53,062	\$ 69,903	\$ 19,916	\$ 13,692	\$ 257,166
Profit	15.00%	\$ 6,300	\$ 12,115	\$ 4,685	\$ 1,687	\$ 13,075	\$ 17,225	\$ 4,907	\$ 3,374	\$ 63,367
Total Loaded Labor		\$ 48,298	\$ 92,881	\$ 35,918	\$ 12,933	\$ 100,241	\$ 132,056	\$ 37,623	\$ 25,866	\$ 485,817

Direct Expenses	Cost
Plotting and Reproduction	\$ 2,500
Mail and Deliveries	\$ 500
Travel and Field Expenses	\$ 6,000
Environmental Reevaluation	\$ 2,000
Horizon (Archeological Survey)	\$ 4,000
Total Direct Expenses	\$ 15,000
Total Loaded Labor	\$ 485,817
Total Direct Expenses	\$ 15,000
Total	\$ 500,817