

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

**RESOLUTION NO. 10-46**

**Third Amendment to Agreement with  
Stantec Consulting Services, Inc.**

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, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 07-62, dated October 3, 2007, the Board of Directors of the CTRMA authorized entry into a Traffic and Revenue Engineering Services Agreement (the “Agreement”) with Stantec Consulting Services, Inc. (“Stantec”) for the provision of the necessary traffic and revenue engineering work related to the Proposed Northern Extension; and

WHEREAS, the Agreement originally provided for a maximum payment obligation of \$1,000,000, with an initial authorized allocation of \$712,266.41, and was scheduled to terminate as of June 30, 2009; and

WHEREAS, in Resolution No. 09-33, dated May 27, 2009, the CTRMA Board of Directors authorized an amendment of the Agreement to provide for extension of the term of the Agreement until March 31, 2010 and increase the authorized allocation thereunder to \$978,000; and

WHEREAS, in Resolution No. 09-66, dated October 28, 2009, the CTRMA Board of Directors authorized an amendment of the Agreement to increase the authorized allocation thereunder by \$145,000; and

WHEREAS, additional amendments approved by the Board of Directors expanded the scope of work and authorized expenditures for services provided by Stantec; and

WHEREAS, staff now recommends a further amendment to the Agreement to provide for an extension of the term until June 30, 2011; an expansion of the authorized scope of work as necessary to include monthly traffic and revenue monitoring of the 183-A Project, coordination of financing for the 183-A Project with the US 290E Project, and assessment of the proposed Bergstrom Expressway and the proposed MoPac Express Lanes on the 183A Project; and other contract modifications; and

WHEREAS, due to the expanded scope of work, it is necessary to increase the authorized expenditures under the Agreement by an additional \$326,045; and

WHEREAS, the CTRMA staff has negotiated an amendment to the Agreement to incorporate these various changes, a copy of which is attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the execution by the Executive Director of an Amendment to the Agreement with Stantec in the form or substantially the same form as attached hereto as Attachment "A".


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of May, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-46  
Date Passed: 05/26/10

**ATTACHMENT "A"**  
**TO RESOLUTION NO. 10-46**  
**AMENDMENT NO. 3 TO AGREEMENT WITH**  
**STANTEC CONSULTING SERVICES, INC.**

**Third Amendment To  
Professional Consulting Services Agreement  
Between  
Central Texas Regional Mobility Authority  
And  
Stantec Consulting Services, Inc.**

This Third Amendment to the Agreement Between Central Texas Regional Mobility Authority (“AUTHORITY”) and Stantec Consulting Services Inc. (“CONSULTANT”) effective June 1, 2007 is made effective as of the 31<sup>st</sup> day of March, 2010, and is for the purpose of amending Articles 3, 4, 5, and 6 of that Agreement Between AUTHORITY and CONSULTANT.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-46, Articles 3, 4, 5, and 6 of the Agreement are amended as described below.

Article 3 is amended to add the following paragraph A.2:

A.2 CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in the attached Exhibit A.2 “Scope of Work” letter dated May 18, 2010, attached to and, by this reference, incorporated in and made a part of this Third Amendment to the Agreement. All services shall be provided at the times and places designated by AUTHORITY.

Article 3, paragraph (B) is further amended to identify the following persons as additional key personnel under this Agreement:

<u>Names</u>	<u>Functions</u>
William Ihlo	Principal
Thomas Harknett	Senior Principal

Article 4 is amended to read as follows:

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through June 30, 2011, unless earlier terminated or extended as provided in this Agreement.

Article 5 is amended to add the following paragraph B.2:

B.2 For each full hour of labor satisfactorily performed by CONSULTANT under this Agreement after March 31, 2010, pursuant to the attached Exhibit A.2 “Scope of Work” letter dated May 18, 2010, AUTHORITY shall pay CONSULTANT at the labor rates specified in Exhibit B.2, entitled “183A Phase

II Post Financing Effort Cost May 18, 2010,” which as attached to and, by this reference, incorporated in and made a part of this Third Amendment to this Agreement. In addition, the AUTHORITY shall pay indirect costs at the CONSULTANT’S current FAR approved rate and profit at a fixed rate of 12% of labor and overhead. CONSULTANT shall voluntarily and promptly disclose to AUTHORITY, and immediately provide the AUTHORITY with the benefits of any discounted hourly labor fees and rates, or discount in CONSULTANT’S FAR approved rate or profit rate, offered by CONSULTANT to any public entity customer in the State of Texas since April 2, 2007 for work comparable to the Scope of Work. Such discounted fees or rates shall be effective as of the date CONSULTANT agrees to such fees or rates in a contract with a public entity customer as described herein and shall continue in effect for the remaining term of this Agreement, unless and until CONSULTANT agrees to a lower rate or fee with another public entity customer as described herein, when such lower rate or fee shall become effective. Furthermore, AUTHORITY shall reimburse CONSULTANT for CONSULTANT’S expenses which are directly incurred by the CONSULTANT in the performance of work under this Agreement. Such expenses shall be subject to the reasonable approval of AUTHORITY, not to unreasonably be withheld.

Article 6 is amended to read as follows:

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the Contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY’s maximum cumulative payment obligation (including obligation for CONSULTANT’s profit) shall be One Million Four Hundred Forty-Nine Thousand Forty-Five and No/100 Dollars (\$1,449,045.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

By their signatures below, the parties to this Third Amendment to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

STANTEC CONSULTING  
SERVICES, INC.

\_\_\_\_\_  
Mike Heiligenstein,  
Executive Director

\_\_\_\_\_  
Thomas Harknett  
Senior Principal

EXHIBIT A.2  
SCOPE OF WORK

May 18, 2010

Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, TX 78701

**Attention:** William Chapman, CFO

**Reference:** 183A Traffic and Revenue Study Support Services – Additional Services

Dear Mr. Chapman:

As requested we are submitting our scope for providing continued traffic and revenue support to the Authority as it moves forward with the design of several new toll road projects within Austin. These new services are necessary to analyze and evaluate the impact of the new toll facilities being considered by the Authority on traffic and revenue projections prepared by Stantec for Phases I and II of the 183A toll road. A description of each effort follows, along with estimated costs.

**Task 1: 183A Monthly Traffic and Revenue Monitoring and Miscellaneous Support**

CTRMA provides Stantec with traffic and revenue data for 183A Phase I on a monthly basis. Stantec will continue to monitor system usage against expected levels forecast in Stantec's investment grade study. We will prepare a monthly memo comparing actual traffic and revenues to our forecast. Other operating characteristics will also be reviewed, including impacts of changes in toll schedules, market share by payment types, percent of truck traffic and annualization factors.

Stantec will also provide various services in our role as the Traffic Consultant on the 183A Phase I and Phase II projects. This may include preparing traffic and toll revenue projections; preparing evaluations, studies and opinions as necessary; providing and maintaining traffic modeling tolls; preparing studies and Certificates required by the Trust Indenture; and any additional activities as requested.

**Task 2: 183A Phase 2 Coordination w/ US 290E Project Financing**

As requested in the March 25, 2010 conference call/meeting with the finance team Stantec was asked to conduct additional studies related to the 183A Phase 2 project mostly related to coordination with the US 290E project and its consultant (URS). As we understand it, the 290E project will be the next element of the CTRMA toll system to be financed, and as such the rating agencies and investors will be concerned about the potential impacts on the 183A revenues. Following is a description of the work elements of our scope:

**Sensitivity Testing** – Initially this task will consist of incorporating various phases of the 290E project in the background network and assessing the impacts of the phased construction on the 183A traffic and revenues. As the project progresses, we assume it will be necessary to conduct several additional sensitivities. This could include variations in value-of-time in the toll diversion equations.

**Registered Van Pools** – This task will include assessing the impacts of a change in toll policy permitting free travel on US 290E for registered van pools. As required in the rate covenant of the Master Trust Indenture, certain studies and findings need to be made and a Certificate issued by Stantec in its role as the Authority's Traffic Consultant.

**T & R Forecasting Assumptions** -- This task will focus on a comparison of forecasting assumptions used by Stantec and URS in their respective T & R studies. This effort will begin with the March 23<sup>rd</sup> memo produced by URS on this topic and identify those assumptions which can legitimately differ by reason of engineering judgment. For those assumptions which should not differ between the two studies, the task will be to determine the most reasonable values to use and make required changes to the forecasting process. We assume only a moderate amount of revisions to our forecasts.

**Update T& R Report** – This task will include updating existing condition sections of the report such as daily traffic, revenues, revenue collection rates, population, employment and building permit statistics. These updates will be used to determine if any changes are required to the traffic and revenue forecasts, particularly the short term conditions. These updates will be important in keeping the report fresh as the project financing becomes closer.

Executive Summary (183A and 290E) – We will take the lead on this task, work with URS and the financial advisors to produce a single executive summary document that covers traffic and revenue reports for both projects. This summary combined with the individual detailed T&R reports, will be used in the financial documents.

CFIA process – It seems that a decision will likely be made in May whether the 290E project will be considered for TIFIA funding. This task assumes that this is successful and that a “Peer Review” is conducted by an independent third party. We would expect to participate in this process including coordinating with the consultants and meeting with TIFIA representatives.

Rating Agencies – This task includes meeting with, making presentations to, and responding to comments from the rating agencies, insurers and investors as part of the financing process.

Bond Documents -- This task includes reviewing various documents, preparing various sections, conducting specialized studies, making certifications and other support activities related to project finance.

Meetings/Coordination – We assume this process will extend for approximately 6 to 8 months at which point the financing would be complete. During this period, we expect to be involved in a series of meetings, conference calls and ongoing coordination efforts.

### **Task 3: Impact of Proposed Bergstrom Expressway Project on 183A Traffic and Revenue**

As CTRMA moves towards creating an integrated collection of tolled roadways it is important to understand the impact these new roadways will have on the 183A traffic and revenue. Initially this task will consist of incorporating the proposed phases of the Bergstrom Expressway project in the background network and assessing the impacts of the phased construction on the 183A traffic and revenues. Included will be sensitivity analyses of different toll rates. As the Bergstrom Expressway Project progresses, changes in assumptions will be evaluated.

### **Task 4: Impact of Proposed MoPac Express Lanes Project on 183A Traffic and Revenue**

Stantec proposes conducting sensitivity analyses similar to those described above for the MoPac Express Lanes project. This project is currently under development and will provide Express Lanes in the median of MoPac Expressway between Farmer Lane and Cesar Chavez, allowing drivers to pay a toll to avoid the more congested general use lanes.

### **Cost of Services**

Exhibit B details the cost breakdown for this additional level of effort. The proposed budget for these services is \$326,045. The budget is determined by using estimated labor costs, our latest audited overhead rate and an allowance for profit. As in the base contract we will only invoice for actual expenditures.

Please let us know if you have any questions about this scope or budget.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.

William Ihlo  
Principal  
Tel: (212) 366-5600  
Fax: (212) 366-5629  
William.Ihlo@stantec.com

**EXHIBIT B.2**  
**183A Phase II Post Financing Effort Cost May 18, 2010**

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Total Hours	Total	Total
						Direct Labor	Labor Cost
183A Post Financing Studies							
Task 1 T&R Monitoring & Support	4	40	80	64	188	\$11,176	\$32,816
Task 2 Coordination w/ US290E Financing							
Sensitivity Testing	4	30	70	64	168	\$9,676	\$28,413
Registered Van Pools	2	20	8	8	38	\$2,676	\$7,857
T&R Forecasting Assumptions	4	20	60	20	104	\$6,745	\$19,807
Update T&R Report	4	24	60	72	160	\$8,770	\$25,753
Executive Summary Report	4	20	36	32	92	\$5,537	\$16,260
TIFIA Process	8	40	60	40	148	\$9,495	\$27,881
Rating Agencies	40	60	32	32	164	\$12,493	\$36,683
Bond Documents	8	60	20	40	128	\$8,498	\$24,952
Meetings & Coordination	8	40	40	40	128	\$8,163	\$23,969
Task 3 Bergstrom Expressway Impacts	4	30	70	50	154	\$9,221	\$27,076
Task 4 Mopac Express Lane Impacts	4	30	70	50	154	\$9,221	\$27,076
<b>Total Hours</b>	<b>94</b>	<b>414</b>	<b>606</b>	<b>512</b>	<b>1626</b>	<b>\$101,670</b>	<b>\$298,545</b>
Labor Rate	\$108.00	\$83.34	\$66.60	\$32.53			
Total Direct Labor	\$10,152.00	\$34,502.76	\$40,359.60	\$16,655.36			
Multiplier	2.936	2.936	2.936	2.936			
<b>Total Labor Cost</b>	<b>\$29,810</b>	<b>\$101,314</b>	<b>\$118,513</b>	<b>\$48,907</b>			<b>\$298,545</b>
<b>Direct Expenses (Est)</b>							<b>\$7,500</b>
<b>Subconsultant (ATG)</b>							<b>\$20,000</b>
<b>Total Cost</b>							<b>\$326,045</b>