

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

RESOLUTION NO. 10-70

**PBS&J GEC Supplemental No. 2 to Work Authorization No. 1 for
GEC Oversight of Segments 1A, 2 and 3 of the 290 East Toll Project**

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 § 26.1, *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. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the “GEC Agreement”) with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (“PBS&J”); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Supplemental Agreement No. 2 to Work Authorization No. 1 to the GEC Agreement (“Supplemental Agreement No. 1”) which sets forth a Scope of Services for additional GEC services to be provided by PBS&J relating to Segments 1A, 2 and 3 of the 290 East Toll Project, including right-of-way acquisition, right-of-way maps, document preparation, and support for these two activities; and; and

WHEREAS, it is necessary that the Board of Directors approve Supplemental Agreement No. 2 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Supplemental Agreement No. 2 and the related Scope of Services in substantially the form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that Supplemental Agreement No. 2 and the related Scope of Services may be finalized and executed by the Executive Director on behalf of the CTRMA and that Supplemental Agreement No. 2 may be amended from time to time by written amendment as deemed necessary the Board of Directors.

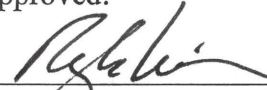
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-70
Date Passed 07/28/10

ATTACHMENT "A"
TO
RESOLUTION 10-70

**PBS&J GEC Supplemental No. 2 to Work Authorization No. 1 for
GEC Oversight of Segments 1A, 2 and 3 of the 290 East Toll Project**

EXHIBIT D
WORK AUTHORIZATION

**Supplemental Work Authorization No. 2 to
Work Authorization No. 1**

This Supplemental Work Authorization is made as of this 28th day of July, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*290E Turnpike Project
Services related to Segment 1A and Segments 2 & 3*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

A.2. The following Services are not included in this Supplemental 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 – Services to be Provided by the GEC

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within eighteen (18) months from the date this Supplemental Work Authorization becomes effective. This Supplemental 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 \$1,418,530.00, based on 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:

Please reference Attachment A – Services to be Provided by the GEC

Section E. - Other Provisions

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

Not applicable.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

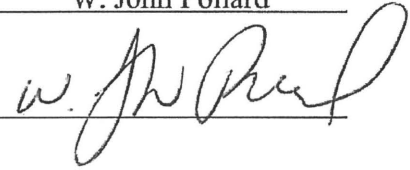
Authority: Central Texas Regional Mobility
Authority

GEC: PBS&J

By: Mike Heiligenstein

By: W. John Pollard

Signature: _____

Signature: 

Title: Executive Director

Title: Vice President

Date: _____

Date: 07-20-10

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO
WORK AUTHORIZATION NO. 1
PBS&J**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

GENERAL

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in ROW Acquisition, ROW Maps and Document Preparation and support for these two activities.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

1.0 290E TURNPIKE PROJECT – SEGMENTS 2 & 3 SERVICES:

1.1 Final Design Services [Code 13310]

1.1.1 Right-of-Way Maps & Document Revisions

1.1.1.1 Revise existing Plats, Descriptions and Right-of-Way Maps to address an alignment change for the following Parcels:

Parcels: 13 (AC), 31, 32, 34, 35, 36A, 36B, 37, 38, 39, 44 Part 1 & Part 2, 44 (AC), 45, 51, 53, 54, 55, 56, 59, 61

1.1.1.2 Revise existing Plats, Descriptions and Right-of-Way Maps to address a configuration change for the following Parcels:

Parcels: 40, 42, 44 Part 3, 46, 47A, 47B, 48, 49, 50 Part 1 & Part 2, 57, 58, 60

1.1.1.3 Revise Parcel 33 (AC) Plat, Description and Right-of-Way Map to address a change in ownership.

1.1.1.4 Create five new Parcels.

1.1.1.5 Remove Parcel 103 from the existing Right-of-Way Map.

1.1.1.6 Add the section of existing Right-of-Way acquired as part of the SH 130 Project to the existing US 290 Right-of-Way Map.

1.1.2 Perform review and provide oversight of updated Maps & Documents

1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]

1.2.1 Appraisals

1.2.1.1 Review completed right-of-way maps and documents to ensure all necessary information is provided prior to initiating acquisition efforts.

1.2.1.2 Obtain title reports for parcels to be acquired; the title reports will be preliminarily reviewed for accuracy, ownership verification, to determine if there are any existing liens or encumbrances which may prohibit the owner from conveying clear title.

1.2.1.3 Conduct appraisals to determine the fair market value of the property to be acquired; appraisals will contain sufficient documentation, including

valuation data and the appraiser's analysis of that data, to support his or her opinion of value.

- 1.2.1.4 Conduct review appraisals to confirm that the appraisal has been completed in accordance with defined specifications/procedures and follows accepted appraisal principles/techniques; contains information and consideration of all compensable items, damages, and benefits; and includes written approval of the fair market value contained in the appraisal.
- 1.2.1.5 Conduct environmental site assessments, prior to acquisition of real property, on certain parcels to determine the potential of, and extent of liability for hazardous substances or other environmental remediation or injury. This includes a determination of the absence or presence of hazardous substances, as well as conditions that indicate an existing or past release.
- 1.2.1.6 Provide exhibits for illustration of comparable properties for disputing appraisal differences.
- 1.2.2 Negotiations / voluntary settlement
 - 1.2.2.1 Provide written notification, consistent with Federal regulations, to effected property owners stating the Authority's intent to acquire right-of-way; this correspondence will also inform the affected property owners of the basic protections provided to them by law.
 - 1.2.2.2 Develop offer letter and participate in a meeting with the affected property owner to present the offer.
 - 1.2.2.3 Participate in negotiations with the affected property owner; documentation of ALL negotiations will be maintained in writing in a negotiators log.
 - 1.2.2.4 In the event that negotiations result in a voluntary settlement acceptable to both parties, assemble a closing package containing all documents necessary to timely process the acquisition and relocations checks necessary for closing.
 - 1.2.2.5 Provide support for ROW Subcommittee Meetings
 - 1.2.2.6 Provide support for CTRMA Board Meetings
- 1.2.3 Relocation Assistance Services
 - 1.2.3.1 Conduct determination of relocation benefits, consistent with the Uniform Relocation Act, for both residential and business relocations.
- 1.2.4 Right of Way status Tracking
 - 1.2.4.1 Track status of Appraisals, Offers, Counter Offers, Condemnation, property management services and relocation assistance in both dollars and schedule.

1.3 Property Management Services [Code 13440]

- 1.3.1 Provide procurement support to select a pool of qualified contractors / companies to provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.

- 1.3.2 Provide contracting support to assist the Authority in executing Agreements with a pool of qualified contractors/companies to provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.
- 1.3.3 Manage and oversee, on the Authority's behalf, a pool of qualified contractors / companies who will provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.

1.4 Right-of-Way Litigation / Condemnation Services [Code 13450]

- 1.4.1 Litigation Support
 - 1.4.1.1 In the event that negotiations do NOT result in a voluntary settlement acceptable to both parties, a condemnation package will be assembled containing all documents necessary to initiate the eminent domain process.
 - 1.4.1.2 Provide Expert testimony and review in preparation for litigation. Includes development of exhibits copies, depositions, etc.
 - 1.4.1.3 Provide support for title and deed acquisition.
- 1.4.2 General attorney consultation for issues relating to project.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
290E Corridor GEC Services

PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1

290E TURNPIKE PROJECT

<u>TASK</u>	<u>TOTAL</u>
1.0 - 290E Segments 2 & 3 Services	
1.1 Final Design Services [Code 13210]	\$ 124,935
1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]	\$ 895,280
1.3 Property Management Services [Code 13440]	\$ 206,270
1.4 Right-of-Way Litigation / Condemnation Services [Code 13450]	\$ 192,045
SUBTOTAL	\$ 1,418,530
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TOTAL	\$ 1,418,530

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1 290E TURNPIKE PROJECT

1.0 - 290E Segments 2 & 3 Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	\$ A 70.00	\$ B 60.00	\$ C 50.00	\$ D 40.00	\$ E 30.00	\$ F 20.00		
1.1 Final Design Services [Code 13210]								
1.1.1 Right-of-Way Maps & Document Revisions	64	20	120	80	320	400		1004
1.1.2 Review and Oversight of Maps & Docs Development	4	40	40	48	24	64		220
								0
								0
								0
								0
								0
								0

TOTAL DIRECT LABOR	68	60	160	128	344	464	1224
% Total by Classification	5.56%	4.90%	13.07%	10.46%	28.10%	37.91%	
Labor Costs	\$ 4,760	\$ 3,600	\$ 8,000	\$ 5,120	\$ 10,320	\$ 9,280	\$ 41,080
Overhead Costs	1.6849 \$ 8,020	\$ 6,066	\$ 13,479	\$ 8,627	\$ 17,388	\$ 15,636	\$ 69,216
Profit	12.0% \$ 1,534	\$ 1,160	\$ 2,578	\$ 1,650	\$ 3,325	\$ 2,990	\$ 13,235
Total Loaded Labor	\$ 14,314	\$ 10,826	\$ 24,057	\$ 15,396	\$ 31,033	\$ 27,906	\$123,531

Direct Expenses	
Plotting and Reproduction	\$ 300
Mail and Deliveries	\$ 200
Misc Expenses	\$ 404
Travel and Field Expenses	\$ 500
Total Direct Expenses	\$ 1,404

Total \$ 124,935

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1 290E TURNPIKE PROJECT

1.0 - 290E Segments 2 & 3 Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	A \$ 70.00	B \$ 60.00	C \$ 50.00	D \$ 40.00	E \$ 30.00	F \$ 20.00		
1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]								0
1.2.1 Appraisals	40	120	140	160	120	200		780
1.2.2 Negotiations / Voluntary Settlement	200	320	800	600	480	600		3000
1.2.3 Relocation Assistance	120	40	80	80	120	200		640
1.2.4 ROW Status Tracking (Time & \$)	80	80	120	120	160	120		680
								0
								0
								0
								0
								0

TOTAL DIRECT LABOR	440	560	1140	960	880	1120	5100
<i>% Total by Classification</i>	<i>8.63%</i>	<i>10.98%</i>	<i>22.35%</i>	<i>18.82%</i>	<i>17.25%</i>	<i>21.96%</i>	
Labor Costs	\$ 30,800	\$ 33,600	\$ 57,000	\$ 38,400	\$ 26,400	\$ 22,400	\$ 208,600
Overhead Costs	1.6849 \$ 51,895	\$ 56,613	\$ 96,039	\$ 64,700	\$ 44,481	\$ 37,742	\$ 351,470
Profit	12.0% \$ 9,923	\$ 10,826	\$ 18,365	\$ 12,372	\$ 8,506	\$ 7,217	\$ 67,208
Total Loaded Labor	\$ 92,618	\$ 101,038	\$ 171,404	\$ 115,472	\$ 79,387	\$ 67,359	\$627,279

Direct Expenses

Plotting and Reproduction	
Mail and Deliveries	\$ 1,000
Misc Expenses (Appraisals 41 @ \$6,500)	\$ 266,500
Travel and Field Expenses	\$ 501
Total Direct Expenses	\$ 268,001

Total \$ 895,280

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1 290E TURNPIKE PROJECT

1.0 - 290E Segments 2 & 3 Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 70.00	\$ 60.00	\$ 50.00	\$ 40.00	\$ 30.00	\$ 20.00	
1.3 Property Management Services [Code 13440]							0
1.3.1 Procurement Support for Property Management Service Providers	0	0	0	0	0	0	0
1.3.2 Contract Management of Property Management Service Providers	24	120	80	40	80	40	384
1.3.3 Management of Property Management Service Providers	40	240	240	280	160	240	1200
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	64	360	320	320	240	280	1584
<i>% Total by Classification</i>	<i>4.04%</i>	<i>22.73%</i>	<i>20.20%</i>	<i>20.20%</i>	<i>15.15%</i>	<i>17.68%</i>	
Labor Costs	\$ 4,480	\$ 21,600	\$ 16,000	\$ 12,800	\$ 7,200	\$ 5,600	\$ 67,680
Overhead Costs	1.6849 \$ 7,548	\$ 36,394	\$ 26,958	\$ 21,567	\$ 12,131	\$ 9,435	\$ 114,034
Profit	12.0% \$ 1,443	\$ 6,959	\$ 5,155	\$ 4,124	\$ 2,320	\$ 1,804	\$ 21,806
Total Loaded Labor	\$ 13,472	\$ 64,953	\$ 48,113	\$ 38,491	\$ 21,651	\$ 16,840	\$203,520

Direct Expenses	
Plotting and Reproduction	\$ 250
Mail and Deliveries	\$ 750
Misc Expenses	\$ 250
Travel and Field Expenses	\$ 1,500
Total Direct Expenses	\$ 2,750

Total \$ 206,270