

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

RESOLUTION NO. 10-88

**Approve Change Order No. 5 to Contract No. 10183A24601C with
W.W. Webber LLC for 183A Phase II Project “Green Initiatives”**

WHEREAS, by Resolution No. 09-81, dated December 17, 2009, the Board of Directors awarded a construction contract for 183A Phase II Project (the “Project”) to W.W. Webber LLC, and authorized and directed the Executive Director to finalize and execute a contract with W.W. Webber LLC for provision of those services; and

WHEREAS, Contract No. 10183A24601C for construction of the Project was fully executed by CTRMA and W.W. Webber LLC and became effective on February 1, 2010; and

WHEREAS, CTRMA staff and its general engineering consultant have requested that W.W. Webber LLC prepare and submit a proposal to follow additional environmentally beneficial practices in connection with the construction of the Project; and

WHEREAS, W.W. Webber LLC has proposed to provide solid waste recycling services for the construction field office and at the Project site, and to substitute warm mix asphalt for all dense graded hot mix asphalt used on the Project; and

WHEREAS, the proposed Change Order No. 5 to Contract No. 10183A24601C (“Change Order No. 5”) incorporated into this Resolution as Attachment “A” sets forth a scope of services to implement certain “Green Initiatives” for the Project; and

WHEREAS, because the additional cost of Change Order No. 5 exceeds \$150,000.00, the Board of Directors must approve this proposed change order.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Change Order No. 5 in the form or substantially the same form attached as Attachment “A;” and

BE IT FURTHER RESOLVED, that Change Order No. 5 may be finalized and executed by the Executive Director on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of September, 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 10-88
Date Passed 09/29/10

ATTACHMENT "A"
TO
RESOLUTION 10-88

PROPOSED CHANGE ORDER NO. 5 TO CONTRACT NO. 10183A24601C



Central Texas Regional
Mobility Authority

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CHANGE ORDER NUMBER: 05

Project Name	183A Phase II
Contract Name	183A Phase II
Contract Award Date	December 21, 2009
Contract Number:	10183A24601C

- CONTRACTOR: W.W. Webber LLC
- Change Order Work Limits: Sta. N/A to Sta. N/A
- Type of Change(on federal-aid non-exempt projects): N/A (Major/Minor)
- Reasons: 3I (In order of importance - Primary first)
- Describe the work being revised:

5a. Green initiative - Construction field office recycling
5b. Green initiative - Construction on site recycling for cans and bottles
5c. Green initiative - Utilizing warm mix asphalt (WMA)
- Work to be performed in accordance with Items: as noted in Table B attached, Special provisions
- New or revised plan sheet(s) are attached and numbered: N/A
- New general notes to the contract are attached: Yes No
- New Special Provisions to Item 341 No. 025 and Special Specification Item 007 Nos. 002,003 are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$164,059.91</u></p> <hr/> <p>For CTRMA use only:</p> <table> <tr><td>Original Contract Amount</td><td style="text-align: right;"><u>\$75,792,413.92</u></td></tr> <tr><td>Previous Change Orders #01 - #04</td><td style="text-align: right;"><u>(\$448,844.79)</u></td></tr> <tr><td>Amount added by this change order:</td><td style="text-align: right;"><u>\$164,059.91</u></td></tr> <tr><td>Revised contract amount to-c date:</td><td style="text-align: right;"><u>\$75,507,629.04</u></td></tr> </table>	Original Contract Amount	<u>\$75,792,413.92</u>	Previous Change Orders #01 - #04	<u>(\$448,844.79)</u>	Amount added by this change order:	<u>\$164,059.91</u>	Revised contract amount to-c date:	<u>\$75,507,629.04</u>
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RECOMMENDED FOR EXECUTION:

HNTB GEC Project Manager Date

CTRMA, Director of Engineering Date
 APPROVED REQUEST APPROVAL

HNTB GEC Construction Manager Date

CTRMA, General Counsel Date
 APPROVED REQUEST APPROVAL

CTRMA, Executive Director Date
 APPROVED REQUEST APPROVAL

183A Phase II Project

CHANGE ORDER NUMBER: 03

TABLE A: Force Account Work and Materials Placed into Stock

Estimated Cost: _____

	LABOR	HOURLY RATE	EQUIPMENT		HOURLY RATE

TABLE B: Contract Items

CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			NEW			OVERRUN/ UNDERRUN
				QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
341-2004	3I	D-GR HMA (QCQA) TY-A PG64-22	TON	5,508.00	\$ 50.00	\$ 275,400.00	0.00	\$ -	\$ 0.00	(\$275,400.00)
341-2004	3I	D-GR HMA (QCQA) TY-A PG64-22	TON	1,911.00	\$ 50.00	\$ 95,550.00	0.00	\$ -	\$ 0.00	(\$95,550.00)
341-2004	3I	D-GR HMA (QCQA) TY-A PG64-22	TON	66.00	\$ 50.00	\$ 3,300.00	0.00	\$ -	\$ 0.00	(\$3,300.00)
341-2011	3I	D-GR HMA (QCQA) TY-B PG64-22	TON	6,753.00	\$ 50.00	\$ 337,650.00	0.00	\$ -	\$ 0.00	(\$337,650.00)
341-2011	3I	D-GR HMA (QCQA) TY-B PG64-22	TON	6,306.00	\$ 50.00	\$ 315,300.00	0.00	\$ -	\$ 0.00	(\$315,300.00)
341-2011	3I	D-GR HMA (QCQA) TY-B PG64-22	TON	484.00	\$ 50.00	\$ 24,200.00	0.00	\$ -	\$ 0.00	(\$24,200.00)
341-2014	3I	D-GR HMA (QCQA) TY-B PG70-22	TON	1,275.00	\$ 50.00	\$ 63,750.00	0.00	\$ -	\$ 0.00	(\$63,750.00)
341-2034	3I	D-GR HMA (QCQA) TY-C PG64-22	TON	815.00	\$ 50.00	\$ 40,750.00	0.00	\$ -	\$ 0.00	(\$40,750.00)
341-2106	3I	D-GR HMA (QCQA) TY-D PG70-22	TON	15,037.00	\$ 50.00	\$ 751,850.00	0.00	\$ -	\$ 0.00	(\$751,850.00)
341-2106	3I	D-GR HMA (QCQA) TY-D PG70-22	TON	2,386.00	\$ 50.00	\$ 119,300.00	0.00	\$ -	\$ 0.00	(\$119,300.00)
341-2106	3I	D-GR HMA (QCQA) TY-D PG70-22	TON	18.00	\$ 55.00	\$ 990.00	0.00	\$ -	\$ 0.00	(\$990.00)
341-2265	3I	D-GR HMA (QCQA) TY-B PG64-22 (LEVEL UP)	TON	1,475.00	\$ 50.00	\$ 73,750.00	0.00	\$ -	\$ 0.00	(\$73,750.00)
						\$ -				
EXTRA WORK ITEM	REASON CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	OVERRUN/ UNDERRUN
007-002	3I	CONSTRUCTION FIELD OFFICE SOLID WASTE RECYCLING	MO		\$ -	\$ -	22.00	\$ 136.81	\$ 3,009.91	\$ 3,009.91
007-003	3I	*ON SITE CONSTRUCTION PROJECT SOLID WASTE RECYCLING - CANS/BOTTLES	MO		\$ -	\$ -	22.00	\$ 275.00	\$ 6,050.00	\$ 6,050.00
341-2004R	3I	D-GR HMA (QCQA) TY-A PG64-22, REVISED	TON		\$ -	\$ -	5,508.00	\$ 53.69	\$ 295,722.54	\$ 295,722.54
341-2004R	3I	D-GR HMA (QCQA) TY-A PG64-22, REVISED	TON		\$ -	\$ -	1,911.00	\$ 53.69	\$ 102,600.90	\$ 102,600.90
341-2004R	3I	D-GR HMA (QCQA) TY-A PG64-22, REVISED	TON		\$ -	\$ -	66.00	\$ 53.69	\$ 3,543.52	\$ 3,543.52
341-2011R	3I	D-GR HMA (QCQA) TY-B PG64-22, REVISED	TON		\$ -	\$ -	6,753.00	\$ 53.69	\$ 362,566.15	\$ 362,566.15
341-2011R	3I	D-GR HMA (QCQA) TY-B PG64-22, REVISED	TON		\$ -	\$ -	6,306.00	\$ 53.69	\$ 338,566.62	\$ 338,566.62
341-2011R	3I	D-GR HMA (QCQA) TY-B PG64-22, REVISED	TON		\$ -	\$ -	484.00	\$ 53.69	\$ 25,985.77	\$ 25,985.77
341-2014R	3I	D-GR HMA (QCQA) TY-B PG70-22, REVISED	TON		\$ -	\$ -	1,275.00	\$ 53.69	\$ 68,454.24	\$ 68,454.24
341-2034R	3I	D-GR HMA (QCQA) TY-C PG64-22, REVISED	TON		\$ -	\$ -	815.00	\$ 53.69	\$ 43,757.06	\$ 43,757.06
341-2106R	3I	D-GR HMA (QCQA) TY-D PG70-22, REVISED	TON		\$ -	\$ -	15,037.00	\$ 53.69	\$ 807,331.10	\$ 807,331.10
341-2106R	3I	D-GR HMA (QCQA) TY-D PG70-22, REVISED	TON		\$ -	\$ -	2,386.00	\$ 53.69	\$ 128,103.48	\$ 128,103.48
341-2106R	3I	D-GR HMA (QCQA) TY-D PG70-22, REVISED	TON		\$ -	\$ -	18.00	\$ 53.69	\$ 966.41	\$ 966.41
341-2265R	3I	D-GR HMA (QCQA) TY-B PG64-22 (LEVEL UP), REVISED	TON		\$ -	\$ -	1,475.00	\$ 53.69	\$ 79,192.22	\$ 79,192.22
TOTALS						\$ 2,101,790.00			\$ 2,265,849.91	\$ 164,059.91

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Special Specification 007-002

CONSTRUCTION FIELD OFFICE SOLID WASTE RECYCLING

Description: This item shall include a local commercial service for collection, pick up and recycling of solid waste materials generated at both the Engineer's and Contractor's construction field offices.

Scope of Work: This item shall include appropriately sized recycling containers placed inside the respective field offices and a minimum of weekly pickup of recyclable materials.

The service shall be capable of recycling the following materials: newspapers and magazines; office paper; junk mail; envelopes; receipt, calculator tape; colored paper; computer paper; carbonless forms; brochures & pamphlets; manila folders; plastic containers #1- #2; steel, tin and aluminum cans.

The commercial service shall be provided for a period of 90 days following final acceptance of the project unless otherwise agreed to by the Engineer.

Measurement: Item will be paid on a per month basis.

Payment: All labor, equipment, materials and incidentals necessary to complete this item of work shall be included in the contract unit price for this item.

Special Specification 007-003

ON SITE CONSTRUCTION PROJECT SOLID WASTE RECYCLING

Description: This item shall include a local commercial service for collection, pick up and recycling of solid waste materials generated by the construction of the 183A Phase II project.

Definition: Contractor shall mean the prime Contractor and all subcontractors.

Scope of Work: This item shall include appropriately sized recycling containers placed a minimum of 2,500' apart throughout the limits of the project and near construction of each new bridge structure. Service shall include a minimum of weekly pickup of recyclable materials. Contractor must provide full time access to the containers for both collection and pick up.

The service shall be capable of recycling the following materials: plastic containers #1-#7; steel, tin and aluminum cans; glass bottles and jars.

The commercial service shall be provided through final acceptance of the project unless otherwise agreed to by the Engineer.

The Contractor shall make every reasonable effort to recycle all above listed materials generated from the project construction and by the project work force.

Measurement: Item will be paid on a per month basis.

Payment: All labor, equipment, materials and incidentals necessary to complete this item of work shall be included in the contract unit price for this item.

SPECIAL PROVISION 341-025

DENSE GRADED HOT-MIX ASPHALT (QC/QA) - REVISED

Description: Warm Mix Asphalt shall be produced and placed for all dense graded hot mix asphalt (QC/QA) used on the project.

Scope of Work: This specification shall supersede Contract Special Provision 341-024 and shall be applied to the following new contract items:

Item No. 341-2004R Dense Graded Hot Mix Asphalt (QC/QA) Type A PG 64-22 Revised

Item No. 341-2011R Dense Graded Hot Mix Asphalt (QC/QA) Type B PG 64-22 Revised

Item No. 341-2014R Dense Graded Hot Mix Asphalt (QC/QA) Type B PG 70-22 Revised

Item No. 341 -2034R Dense Graded Hot Mix Asphalt (QC/QA) Type C PG 64-22 Revised

Item No. 341-2106R Dense Graded Hot Mix Asphalt (QC/QA) Type D PG 70-22 Revised

Item No. 341-2265R Dense Graded Hot Mix Asphalt (QC/QA) Type B PG 64-22 (Level Up) Revised

Contract Special Provision 341-024 Dense Graded Hot-Mix Asphalt (QC/QA) shall apply except Article 341.2 Materials, Section F. Additives is void and replaced by the following:

Warm Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed. The use of WMA for the items listed in SPECIAL PROVISION 341-025 is required. Produce an asphalt mixture within the temperature range of 215°F and 275°F. Use only WMA additives or processes on the TxDOT approved list maintained by the TxDOT Construction Division.

Measurement: The above Items will not be measured for payment but will be paid on a lump sum basis per Contract Special Provision 009-001-RMA Measurement and Payment.

Payment: All labor, equipment, materials and incidentals necessary to complete these items of work shall be included in the contract lump sum price for these items.