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

### **RESOLUTION NO. 11-134**

### APPROVE A CHANGE ORDER WITH WEBBER LLC TO ADD A SHARED-USE PATH GAP PROJECT TO THE 183A PHASE II PROJECT.

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

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

WHEREAS, CTRMA staff and its general engineering consultant have requested that Webber prepare and submit a proposal to connect a gap between the 183A Phase I shared use path and the Phase II shared use path for the Project; and

WHEREAS, because the additional cost of Change Order No. 18 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. 18 for an additional amount not to exceed \$918,876.92, in the form or substantially the same form attached as Attachment "A;" and

BE IT FURTHER RESOLVED, that Change Order No. 18 may be finalized and executed by the Executive Director on behalf of CTRMA in the form or substantially the same form attached as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of October, 2011.

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: 11-134

Date Passed: <u>10/26/11</u>

# ATTACHMENT "A" TO RESOLUTION 11-134 PROPOSED CHANGE ORDER NO. 18 WITH WEBBER LLC

[on the following 7 pages]



## CENTRAL TEXAS REGIONAL WOBILITY AUTHORITY CHANGE ORDER NUMBER: 18

Control losos frequenal	PIN-Industrial A	Parameter to the contract of t		Band (8541 6744)
Moht-ly Authority		Project Namo	183A Phaso I	1
1. CONTRACTOR: Webber LL.C	yafi dingda ni profil'a a'ryganif dinga narrar rasan day fan an rhi, mae bhannach da pannach i mae an g			
2. Change Order Work Limits: SUP GAP Sta 322+19.27 to SUP Phil Sta 337+00	SUP GAP Sta 394+04.49 SUP Phil Sta 601+00	Contract Name	183A Phase I	)
3. Type of Change(on foderal-aid non-exempt projects):	N/A (Major/Minor)	Contract Award Date	December 21, 2	ሰለ።
4. Reasons: 31 <sup>s</sup> (In order of import	ance - P <i>r</i> imary first)		and the state of t	
5. Describe the work being revised:		Contract Number:	10183A24601	) J
5a. Construction of Shared Use Path 183A Phase II GAP STA 394+04.49	\ 322440.27 to 81A			
554704.49 6b. SUP Design Critoria Updatos (Plan Rovision #41)		Transconditions of advices the site of the	almingam oy the state of the graph of a second and a second	Market and to see a second
· · · · · · · · · · · · · · · · · · ·	noted in Table B attached	<del>тигару так жүмкөмений керетигер т</del>	anterioran elemental leither steady of the company	Market American America
7. New or revised plan sheet(s) are attached and numbere	FW 91-1 Weil 1-15 1-15 1-15 1-15 1-15 1-15 1-15 1-1	Change Request	#8 (5a), RFI #91 (t	in)
8. Now appared notice to the contrast are attached.	Transmittal #171 (6b)	popularing group as any angles sample as a high of the second and the second and color		
•	Yes [] No	h a al		
9. New Special Provisions to Items $\underline{\text{N/A}}$ No. $\underline{\text{N/A}}$ and Special Sp	ecilication Items <u>1093</u> are attacl	ned.		
Each signatory hereby warrants that each has the authority				······································
The contractor must sign the Change Order and, by doing so, agrees to valve any and all claims for additional compensation due to any and all other expenses; additional changes for time, everteed and profit; or loss of compensation as a result of this change.	The following inform Time Ext. #: N/A		e <i>provided</i> on this CO:	0
THE CONTRACTOR Date 10/1-7/11	Amount added by this chang	e order:	\$918,876.92	deligia yendi pina penden∰ Mandala hakkan karana ka
Typed/Printed Name Ivan See	Original Contract Amount Previous Change Orders #01 Amount added by this change	150	\$75,792,413.9 \$25,529.49 \$918,876.92	
Typed/Printed Title Aven MANAgee	Revised contract amount to-c	Balan .	\$76,736,820.0	
RECOMMENDED FOR EXECUTION:	Window on B.	les Comments	10-17-1	
FINTB GIFC Project Manager Bate	C/TRMA, Director  APPROVED	REQUEST	`APPROVAL	Date
( ) totala	analas ma	when I	10/17/11	
HNTB GEC Construction Manager Date C. (SILJCH 문쪽은 14 년명하나서도	CTRMA, Gene □ APPROVED	ral Counsel	APPROVAL	Date
	CTRMA, Execu	tive Director	likigin yilkin Balayayan edigaya fersineri yarga ayan yargi. Ay gojen (	Date
	☐ APPROVED		`APPROVAL	

#### GENERAL PRICING BREAKDOWN

### 183A Phase II Project

TABLE B: Contract Rems CHANGE ORDER NUMBER: 18

				ORK	ORIGINAL + PREVIOUSLY REVISED		NEW			7
XTRA WORK	REASON CODE	DESCRIPTION	דואט	QUANTITY	UNIT PRICE	TIEM COST	QUANTITY	UNITPRICE	ITEM COST	OVERRUM
ONSTRUCTION	OF SHARE	ED USE PATH STA 322+19.27 TO STA 394+04.49	·	_						
ND SUP DESIG		······						<del>                                     </del>		
	<u> </u>	PREPARING ROW FOR SHARED USE PATH	STA				71.85	\$ 2,100.00	\$150,885.00	\$150,28
	\$F	EXCAVATION (ROADWAY)	CY	589,836.00	54.30		892,136.00			\$9.89
	SF.	EMBANKMENT (FRIAL)(ORD COMP)(TY A) COMPOST MANUF TOPSCIL (4")	CY SY	9,060,00	\$0,77		12,160.00	\$0.77	- delineration	\$2,58
	\$F	BLOCK SODDING (BUFFALO/BERBIUDA)	SY	353,488,80		\$ 275,720,64	363,095,00			\$7,48
	F	SROADCAST SEED (PERM) (URBAN) (CLAY)	SY	16,227.00	\$0.10	\$ - \$ 1,522.70	2,912.60			S13,11
54-2029 3	ş <del>.</del>	CELL FBR MLCH SEED(TEMP)(WARM)	SY	168,631.60		5 33,726,20	22,912,00 178,228,00	\$0.10		\$66
	F	CELL FBR MLCH SEED(TEMPHCGGL)	SY	168,631.00	\$0.20		178,228.00	50,20		\$1,91 \$1,91
		VEGETATIVE WATERING	MG	10,126.30	\$11,40		18,558,30	\$11,40		\$4,92
69-2003   3		SOIL RETENTION BLANKETS (CL.1) (TY.C)	SY	2,557.00	58,95		4,185.00			\$1,45
		FLBS (RDWY DEL) (TY A GR 2)	SY	19,121,00	\$3.27		28,462.00		\$93,070.74	\$30,54
		TRENCH EXCAVATION PROTECTION  CLC CONC (CULV)	CY	31,995,00	\$1,00		32,076,00		002,01000	\$8
		RETAINING WALL (MSE)	SF	25.0 259,887.0	\$684.40 \$25.26	\$ 17,110,00	26.0	\$684,40		\$68
	F	RETAINING WALL (CB)	SF	5,924.0	\$30.65		259,834.0	\$25.26		(51,23
32-2001 3	F	RIPRAP CONCRETE (4")	CY	27,3		S 7,742.83	2,780.0 105.3	\$30.65 \$283.62		{598,81
	F	RIPRAP (CONCYCL B)(S IN)	CY			\$ -	40,10		\$29,865,19 513,814.45	\$22,12
32-2033 3		RIPRAP (STONE COMMON) (DRY) (12 IN)	CY			s -	55.00		\$1,749.00	\$13,814 \$1,74
		RAIL (HANDRAIL)(TY AYMOD)	LF J			s -	71,00		\$7,224,96	57,22
		rail (Handrail)(TY BHMOD) PEDESTRIAN HANDRAIL	LF				577.00	S 124.21	\$71,666.29	\$71,66
	-	CONC BOX CULV (4 FT X.2 FT)	LF I	<u> </u>	\$128.67	\$ 77,974.02	837,0	\$128,67		\$29.72
	F	CONC BOX CULV (6FT X 4FT)	- LF	2,975.00	\$340.00	5	132.00		\$14,131.92	\$14,13
		RC PIPE (CL III)(18 IN)	<del>-   ]  </del>	12,392.00	536.00 S	- 1,017,040,20	3,120.60 12,439.60	\$340.00 \$36.00	\$1,060,800,00	\$48,96
	‡	RC PIPE (CL 18)24 (N)	LF	5,791,00	\$44,00		6,102,60		\$447,804.00	\$1,59
		RC PIPE ICL DRISE IN)	ᄕ	2,726.00	\$80.00 \$	5 222,880,00	2,814.00			\$13.68 \$2,24
		RC PIPE (CL \$)(42 IN)	LF L	2,836.00	\$95.00 5	274,170.00	2,966.60	\$95.00	\$281,770.00	57,60
5 2003 3		INLET (TYH) (GRATE)	EA				1.60	\$ 6,890.00	\$6,890.00	\$6,89
6-2049 3 7-2154 3		WANGWALL (PW) (HW=6 FT)	EA				2.00		\$19,016.46	\$19,01
7-2134 3		SET (TY 1)(S=4 FT)(HW=3FT)(6:1)(C) SET (TY 1)(S=10')(HW=5')(8:1)(P)	EA EA	0.0	50.00		2.0	\$2,750,00	\$5,500.00	\$5.50
7-2211 3		SET (TY \$)24 (M)(RCP)(3:1)(C)	EA				1.00		57,314,00	\$7,37
7-2222 3		SET (TY II)(18 IN)(RCP)(4:1)(C)	EA	37,0	\$310.00 \$		2:00 42:0		\$1,802.00	\$1,80
7-2236 31	ļ.	SET (TYM)(24 M)(RCP)(6:1)(C)	EA	5.0	\$1,730.00 \$		11.0	2910.00	\$38,220,00	\$4,55
7-2246 3		SET (TYB)(35 M)(RCP)(6:1)(P)	EA	7.0	52,230,00 \$		3.0	\$1,730,00 \$2,230,00	\$19,030.00	\$10,381 \$4,466
2-2003 3		REMOV & RELAY PIPE (18 IN)	LF	6.0	50.00 5		28.0	\$25,05	\$700.00	\$700 \$700
2-2005 3		REMOV & RELAY PIPE (24 IN)	LF	0.0	\$0.00 5	-	20.0	\$33.00	\$60,00	\$666
9-2002 31 6-200# 31		ADJINLETS	EA	0.0	\$0.00 \$		2.0	\$1,840.00	53,680.00	53,620
10 3	P	REMOVE STR (SET) MOBILIZATION	EA LE	0.0	50.00 5	-	13.0	\$372.00	\$4,836.06	\$4,830
6-2002 31		ROCK FILTER DAMS (INSTALL) (TY 2)	LS	1,659.00	\$14.50 \$		1.50	\$ 55,000.00	250,000,000	\$50,000
6-2009 3		ROCK FILTER DAMS (REMOVE)		2,172.00	\$5.50 S		2,024,90 2,537,00	\$14,50 \$5,50	529,348.00	\$5,292
6-2034 31		TEMPORARY SEDIMENT CONTROL FENCE	LF	25,642.00	\$1.65 s		31.987.60	\$5.50 \$1.65	\$13,953.50 \$52,778,55	\$2,007
9-2004 31	F	CONC CURS & GUYTER (TY II)	عا	33,196.00	\$9.41 \$		33,254,00	S9.41	5312,920.14	\$6,879 \$545
0-2010 3		DRIVEWAYS (CONC)	SY	719.00	\$39.56		837,00	\$39,66	\$33,195,42	\$4,675
1-2005 3		CURB RAMPS (TY 1)	EA	8,00	\$950,00 \$	7,600.00	13.00	\$950,00	\$12,350,00	\$4,750
1-2010 SF		CURB RAMPS (TY 7)	EA		\$		\$.00	\$ 2,915,0B	\$23,320.00	\$23,320
1-2015 3F 2 3F		CONC SIDEWALK (4") WIRE FENCE (TY A) (REMOVE AND RESET)	SY LF	15,896.00	\$31.61 \$		24,005.00	\$39.29	\$821,106.85	\$318,634
2-2001 3F		WIRE FENCE (TY A)	LF I		\$		3,600.00	\$ 3,98	514,310.00	\$14,310
6-2051 3		ALUMINUM SIGNS (TY A)	SF SF	394,40	\$15,00 S		200.00	\$ 5,57	\$1,113.00	\$1,772
4-2001 3F		INS SM RD SN SUP&AN TY 10EWG(1) SAIP)	EA	92.00	2 00.502	5,916,00 45,460,00	403,40 96,00	\$15,00 \$505.00	\$6,051.50	\$135
4-2056 31	7	RELOCATE SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	14.00	\$490.00 \$	5,881,00	18.00	\$490.00	\$48,489.00	\$2,020 \$1,950
2-2044 39		PED SIG SEC (12IN) (2 INDICAT IN 1 SEC)	EA	1			1.00	s 593.60	5593.60	\$1,960 \$590
7-2001 3F 8-2001 3F		PED POLE ASSEMBLY	EA	7.00	\$ 60.0662		9,00	\$990,00	57,920.00	\$990
8-2001 3F 93-2001 3F		PED DETECT (2 IN PUSH BUTTON) TREE PROTECTION (PROTECTIVE FENCE) (PLASTIC)	EA LF	16.00	\$163.00 \$	2,608,00	17.00	\$163.00	52,771.00	\$160
06-2001   OF		FIXED BOLLARDS	-   #		5		624.00 7.00	5 1,113,00 l	\$1,157,52	\$1,15
11-2038 3F	=	12-IN DIA SDR 26 PVC WASTEWATER PIPE	LF	<del> </del>	5		32.40	\$ 1,113.00	\$7,791,00 \$3,262,68	\$7,791 \$3.261
47-2004 3F		STL CASING PIPE (24 SN)	LF		. 5		26.00		\$4,271,80	\$3,262 \$4,271
	·  1	DISTALL AF DIA MANHOLE	EA		5	+		5 6,095.00	\$12,190,00	512,190
		DESPRISE EVICTIME MACTEMATERS ASSESSED.								312,130
75-2013 3F 5-XXX1 3F 1-XXX2 3F	: j	REMOVE EXISTING WASTEWATER MANHOLE SEDEWALK BRIDGE (NOD)	EA I		S   S			5 3.710.00	\$3,740,08 \$16,957,98	\$3,710 \$15,957

### CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
	The state of the s
2. Dilfering Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
j	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 (unforoseeable)
	2l. Additional safety needs (unforeseeable)
	2J. Other
Andrew & 12-11-11-11-11-11-11-11-11-11-11-11-11-1	
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
	31. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addillon 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. Fallure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
4.15.4	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
the state of the s	5E. Other
و وو و س	
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 531-XXX1

### SIDEWALKS - SHARED USE PATH "GAP" CONSTRUCTION AND SHARED USE PATH DESIGN UPDATES

Description: Work to be performed in accordance with plans for construction of the Shared Use Path "Gap" to connect the existing Shared Use Path at approximately RM 1431 to the Shared Use Path detailed in the original construction plans and incorporate work to be performed in association with design modifications for the construction of the Phase II Shared Use Path.

Scope of Work: Construct an additional Shared Use Path to connect the "Gap" between the 183A Phase I Shared Use Path and the 183A Phase II Shared Use Path as detailed in the original construction plans and update the Phase II Shared Use Path plans with new AASHTO design criteria. The construction of the Shared Use Path "Gap" and all design modifications shall be per the plans, specifications, and notes as provided to the contractor on 8/2/11 and 9/27/11, respectively, and as noted in this change order.

Measurement and Payment: Item will be paid via a fixed price change order to the work per Section 4.2 of the 183A Phase II contract.

### General Notes Shared Use Path "Gap" STA 322+19.27 to STA 394+04.49

The completion and Final Acceptance of the construction of the Shared Use Path "Gap" as shown in the plans provided to the contractor on 8/2/11 shall be required as a condition of project Final Acceptance to occur not later than 90 days after the contract Substantial Completion date. This only pertains to the Shared Use Path "Gap".

### SPECIAL SPECIFICATION

#### 1093

### Tree Protection in Construction Areas

Description. Protect and assure the continued good health of existing trees identified on the plans or directed by the Engineer as "to be protected". Provide, install, maintain and remove upon completion of work, protective fences.

Protect all trees in the construction area identified to be retained in place as shown on the plans or as directed by the Engineer.

Protect all trees before any heavy equipment is allowed on the site and maintain protections in place for the duration of the project.

- 2. Materials. All materials shall meet the applicable requirements indicated below for the specified type of protection.
  - (1) Protective Fence. Furnish construction fence as shown on the plans or approved by the Engineer.
    - (a) Construction Fence shall be 4 ft. high orange plastic mesh or approved equivalent supported on steel T-post a minimum of 6 ft. long.
    - (b) Wound Paint. Wound paint shall be an approved tree dressing.
- 3. Construction Methods. Conduct all construction activities in such manner as to protect all trees identified in the plans for protection.
  - (1) Protective Fence. Unless otherwise shown on the plans or as directed by the Engineer, furnish construction fence.
  - (2) Construction Fence. Stretch smooth galvanized wire from post to post across the top of the fence and draw tight. Attach plastic mesh to the posts and top wire with aluminum tie wire or nylon ties, spaced at 3 ft. intervals. Drive T-posts into the ground a minimum of 18 in.
- 4. Mensurement. Tree protection in construction will be measured by the methods as follows and as shown on the plans.

"Tree Protection (Protective Fence) (Plastic)" will be measured by the foot of protective fence measured at the bottom of the fabric along the fence from center to center of end posts complete in place.

5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Tree Protection (Protective Fence)(Plastic)", This price shall be full compensation for all manipulations, labor, equipment, materials, accessories, and incidentals necessary to complete the work.