

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

RESOLUTION NO. 12-027

**APPROVING AN AMENDED WORK AUTHORIZATION WITH
HNTB CORPORATION RELATING TO DEVELOPMENT OF
THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, HNTB Corporation (“HNTB”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, by Resolution No. 10-40 enacted on April 28, 2010, the Board of Directors approved a work authorization for HNTB to provide GEC Project Development Services for the MoPac Improvement Project (the “Project”); and

WHEREAS, the Executive Director and HNTB have discussed and agreed to a proposed amended work authorization to continue HNTB’s support of current GEC Project Development Services for the Project; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the work authorization attached and incorporated into this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the proposed amended work authorization is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed work authorization 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 25th day of April, 2012.

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: 12-027
Date Passed: 04/25/2012

ATTACHMENT "A" TO RESOLUTION 12-027

AMENDED WORK AUTHORIZATION WITH HNTB CORPORATION

[on the following 8 pages]

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 5.0

SUPPLEMENT NO. 1

This Supplement No. 1 to Work Authorization No. 5.0 dated May 06, 2010, is made as of this x st day of March, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

MoPac Improvement Project Development

The following terms and conditions of Work Authorization No. 5.0 are hereby amended, as follows:

Section A. - Scope of Services

A.1. GEC shall perform the following Additional Services:

See Attachment A: Scope of Work

A.2. The following Services are not included in this Supplement Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

See Attachment A: Scope of Work

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

See 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:

N/A

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$1,266,375 based on a Cost Plus fee. This will increase the not to exceed amount for Work Authorization No. 5.0 from \$3,839,597 to \$5,105,972. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary

over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

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 Supplemental Agreement, 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 Supplemental Agreement:

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**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL TEXAS RMA**ATTACHMENT A – SCOPE OF SERVICES****Supplement No.1 to**
WORK AUTHORIZATION NO. 5**SERVICES TO BE PROVIDED BY the GENERAL ENGINEERING CONSULTANT**
(GEC)**General**

The additional services to be performed by the GEC will include, but not be limited to, professional services and deliverables for various tasks related to the study and development of the Mopac Improvement Project. The limits of the services are from FM 734 (Parmer Lane) through the Cesar Chavez Street interchange, with some incidental work south of the Cesar Chavez Street interchange.

Because GEC has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, GEC's opinion of probable costs shall be made on the basis of experience and qualifications as a practitioner of its profession. GEC does not guarantee that proposals, bids, or actual project costs will not vary from GEC's cost estimates will not vary from GEC's projected schedules.

1.0 PROJECT MANAGEMENT & ADMINISTRATION

The effort for the following tasks will be extended approximately 6 months to account for additional project development time due to project delivery evaluation analysis activities. The GEC will perform project management, administrative and coordination duties, including contract administration, project management, reporting, meeting minutes of required meetings and telephone conversations, and other related administrative tasks (e.g., direct costs) associated with the Project, including:

1.1. Coordinate, Procure, and Administer Work Authorizations

Prepare contracts as required between the GEC and the Authority and GEC and subconsultants. The GEC will also assist in the preparation of and/or review of contracts between the Authority and subconsultants. Monitor and supervise GEC and Authority subconsultant activities, review all work products prepared by subconsultant, review and approve subconsultant progress reports and invoices.

1.2. Progress Reports and Invoices

Prepare monthly invoices and progress reports for the work tasks, together with evidence of services accomplished during the time period since the previous report. Prepare a detailed schedule (provide in the Authority approved format) of anticipated monthly invoice billing linking to the project work authorization tasks. A monthly progress report will be submitted

and will include: activities completed, initiated or ongoing, during the reporting period; challenges encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; updated project schedule; and DBE utilization status.

1.3. Record Keeping and File Management

Maintain records and files related to the Project throughout the duration of the Services. Uploading of project files to a shared website will be coordinated with the Authority. Maintain and update via approved software the deliverables tracking log provided by the Authority.

1.4. Correspondence

Prepare written materials, letters, survey forms, etc. used to solicit information or collect data for the project and submit them to the Authority for review and approval prior to its use or distribution. Copies of relevant outgoing correspondence and incoming correspondence will be provided to the Authority on a continuing basis.

1.5. Work Authorization Schedule

Prepare a detailed, graphic schedule linking work authorization tasks, subtasks, critical dates, milestones, deliverables, and the Authority/Texas Department of Transportation (TxDOT)/ Federal Highway Administration (FHWA) scheduled review requirements. The project schedule will be in a format that depicts the order and inter-dependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically, and should these reviews indicate a substantial change in progress, a schedule recovery strategy will be developed and implemented and the schedule will be revised accordingly.

1.6. Dashboard Update

Prepare and submit updated project information, including schedule and budget, for the Authority's dashboard on a monthly basis; provide QC review of revised information on website.

2.0 ENHANCED SERVICES

Throughout the project development to date, the GEC provided enhanced services related to the project activities and current contract scope. These services were identified and tracked utilizing the Table below:

	ENHANCED SERVICE REQUESTED	REQUESTED BY
1	License Plate Survey at Downtown	Mike Heiligenstein
2	Additional Railroad Coordination: Refuge Areas, Double Track feasibility Report, mtgs	Wes Burford
3	NEPA Process PI Efforts: support preparation for and attendance at Open Houses 1 & 2 (2011), graphic renderings development, simulation of Downtown Connection	Ron Fagan, Steve Pustelnyk
4	Non-NEPA Open House Summer 2011 (primarily CSD exhibit board production)	Steve Pustelnyk
5	Context Sensitive Design Committee (CSDC) support activities	Wes Burford, Steve Pustelnyk
6	HHM subconsultant contract: NEPA Process Historic Research continuation	TxDOT/CTRMA - Wes Burford
7	Schematic Design Exceptions: initial submittal preparation support; enhanced historical justification support	TxDOT/CTRMA - Wes Burford
8	Traffic Sign design and exhibit preparation for Focus Groups and Schematic	Wes Burford, Tim Reilly
9	Bike and Pedestrian Facilities enhancements: investigation, development, coordination activities with stakeholders and agencies, exhibit preparation	TxDOT/CTRMA - Mike Heiligenstein
10	Express Lane Dynamic Pricing Algorithms development	Tim Reilly
11	Vissim coordination and updates for algorithm	Tim Reilly
12	TIFIA -LOI - 2011 application preparation and submittal	Bill Chapman
13	Aesthetics Design Package for CDA; Development of exhibits for newsletters and meetings	Wes Burford, Steve Pustelnyk
14	P3 Evaluation Support	Mike Heiligenstein
15	Community Workshops, Stakeholder Meeting support	Wes Burford, Steve Pustelnyk
16	Agency Visit to Mo- I 64 toll	Mike Heiligenstein
17	Utility Coordination: investigations, mtgs with utilities, COA, TxDOT	Wes Burford
18	Additional Contract Oversight & Coordination: TTI, WSA (CDM Smith)	Bill Chapman, Mike Heiligenstein
19	Parmer Road Model coordination with CDM Smith	Sean Beal, Wes Burford

20	Additional Railroad Coordination: engineering, construction, and maintenance agreements development	Wes Burford
21	Public Outreach Informational Workshops and other additional PI support	Steve Pustelnyk
22	Design of Parmer Road entrance; for use in operational analysis and schematic	Wes Burford
23	City of Austin Agreements development and coordination support	Mario Espinoza, Andy Martin
24	Peer Agency Site Visits preparation support and participation - Georgia/Florida	Mike Heiligenstein
25	SUP and sidewalk due diligence and Design Waivers preparation	Wes Burford
26	Toll System Integration Design, Specifications, Plans development (formerly Telvent tasks)	Tim Reilly
27	System Integrator Procurement support	Tim Reilly
28	Express Lanes Policies development support	Tim Reilly
29	CTR Downtown Analysis Peer Review and Coordination	Mike Heiligenstein
30	Potential Second Round of Open Houses	Wes Burford/ Mario Espinoza
31	Potential Lidar Survey, Utility Survey, and Geotechnical Investigation support services by Subconsultants as requested for CDA development and risk management - management	
32	Additional Project Development Support as requested during the course of Procurement and Financing.	Wes Burford

3.0 Subcontract Enhanced Services

3.1. HMM Historic Research: Continuation of historic research for Section 106 documentation.

3.2. DBE Coordination: Subconsultant support for DBE Coordination and Workshops

3.3. Survey and Geotechnical: Potential Lidar Survey, Utility Survey, and Geotechnical Investigation support services by Subconsultants as requested for RFDP development and risk management.

[END OF SECTION]

MoPac Improvement Project

ATTACHMENT B
FEE ESTIMATE

CONTRACT NO. 46837
WORK AUTHORIZATION #6
Supplement 1

TASK DESCRIPTION	Header	Group Director/Manager	Michael Mathews Department Manager	Sally Curtis Sr. Analyst Director	Kris Paul Project Manager II	Todd Robinson Project Manager	Ann Dustin Project Engineer	David Williams Engineer I	Rodrigo	Steve Dabell Sr. Proj Eng Sr. Analyst Lead	Agave Sr. CFM Claims Analyst	Brent Jim Sr. Planner Client	Summer JUDAN (Lulu)	Elisabeth Sr. Public Engagement Rep.	Juan Martinez Sr. Graphic Design	Bob Office Business Manager	Cathie Project Analyst	Region	TOTAL	LOA/FEE	ORSENT
																			HOURS	\$	\$
2.0 PROJECT MANAGEMENT AND ADMINISTRATION (6 month extension)																					
1.1	12	6	24	24															96	\$ 17,881	
1.2	12	6	6	6															126	\$ 12,708	
1.3	48	24	24	24															120	\$ 12,156	
1.4	6	3	3	3							32								44	\$ 25,947	
1.5	90	6	63	60	0	0	0	0	0	0	32	0	0	0	0	36	122	116	525	\$ 75,364	
SUBTOTAL																					
1	7	15	10	40								200							405	\$ 57,352	\$ (57,352)
2	9	10	100	40		120													279	\$ 52,657	\$ (52,657)
3	20	35	40	40								20	60	125	100				440	\$ 59,317	\$ (59,317)
4	8	16	10	18								20	60	8					160	\$ 22,200	\$ (22,200)
5	15	80	24	35		10						70	640	50					922	\$ 106,831	\$ (106,831)
6	1	6																	9	\$ 2,000	\$ (2,000)
7	16	16	65	8		3													97	\$ 16,141	\$ (16,141)
8	35	35	40			5													386	\$ 45,106	\$ (45,106)
9	50	50	180			100													478	\$ 67,707	
10	40	40	70			335						50							455	\$ 67,140	
11	8	8	8																50	\$ 7,735	
12	8	45	16	16															142	\$ 16,527	
13	32	4	4																1340	\$ 147,628	
14	33	25	80	95		10						20	110	230					40	\$ 10,179	
15	40																		613	\$ 84,857	
16	7	70	75			100													40	\$ 10,615	
17	30	145	185																352	\$ 53,873	
18	2	10	10																340	\$ 72,251	
19	35	120	18			100													22	\$ 4,750	
20	45	25	80	90		40													271	\$ 56,462	
21	3	10	17																500	\$ 74,824	
22	80	10																	48	\$ 7,243	
23	4	10	20			30													30	\$ 6,108	
24	4	230	40			80													80	\$ 21,230	
25	4	280	20			80													104	\$ 14,244	
26	4	48	20			10													80	\$ 17,940	
27	4	12	24			68													130	\$ 21,753	

TASK DESCRIPTION	Group Director / Program Manager	Department Manager	Sr. Adviser / Project Director	Project Manager II	Project Manager I	Project S.I. Engineer	Engineer II	Sr. Technician	Bs. Proj. Eng. / Sr. Squad Leader	Sr. CPM Claims Analyst	Sr. Planner	DD/ATV	Sr. Public Involvement Rep.	Sr. Graphic Designer	Office Business Manager	Project Analyst	Admin Assistant	TOTAL HOURS	LOADED FEE	CREDIT
Potential Second Round of Open Houses	10	8	16	16								40	110					200	\$ 24,007	
Potential Lidar Survey, Utility Survey, and Geotechnical Investigation support services by Subconsultants as requested for CDA development and risk management (coordination only see 3.0 below)	4		16	16												8		44	\$ 8,376	
Additional Project Development Support as requested during the course of Procurement and Financing.	25		70	80		85	80											300	\$ 51,390	
SUBTOTAL	466	224	1570	1210	335	748	698	140	190	0	668	2085	853	108	0	12	8	9315	\$ 1,405,727	\$ (380,755)
TOTAL HOURS	556	230	1,633	1,270	335	748	698	140	190	32	668	2,085	853	108	36	134	124	9,840	1,481,291	\$ (380,755)
CREDITED HOURS	66	121	249	248	0	223	388	20	0	0	310	780	183	100	0	2	8	2,698	\$ 0	\$ (380,755)
BASE RATE	\$ 96.81	\$ 76.98	\$ 96.92	\$ 58.69	\$ 48.74	\$ 48.87	\$ 32.50	\$ 43.47	\$ 55.93	\$ 43.83	\$ 58.43	\$ 34.07	\$ 30.44	\$ 38.75	\$ 45.33	\$ 25.73	\$ 23.22	Overall Totals:		
TOTAL LABOR	\$ 47,438	\$ 8,390	\$ 134,143	\$ 53,246	\$ 15,850	\$ 24,503	\$ 10,075	\$ 5,216	\$ 10,627	\$ 1,403	\$ 20,203	\$ 44,460	\$ 20,398	\$ 310	\$ 1,632	\$ 3,396	\$ 2,693	\$ 408,793		
LABOR BURDEN	\$ 71,676	\$ 14,608	\$ 233,554	\$ 101,412	\$ 27,264	\$ 42,862	\$ 17,541	\$ 9,082	\$ 18,903	\$ 2,442	\$ 35,176	\$ 77,408	\$ 35,514	\$ 540	\$ 2,841	\$ 5,913	\$ 4,689	\$ 700,825		
Overhead Rate 144.74%	\$ 58,813	\$ 12,144	\$ 184,158	\$ 84,306	\$ 22,665	\$ 35,465	\$ 14,583	\$ 7,550	\$ 15,382	\$ 2,030	\$ 29,242	\$ 84,351	\$ 29,534	\$ 449	\$ 2,362	\$ 4,915	\$ 3,599	\$ 591,686		
Profit 12.00%	\$ 12,792	\$ 2,484	\$ 39,396	\$ 17,105	\$ 4,689	\$ 7,108	\$ 2,959	\$ 1,532	\$ 3,121	\$ 412	\$ 5,933	\$ 13,057	\$ 3,991	\$ 91	\$ 479	\$ 997	\$ 791	\$ 120,057		
TOTAL	\$ 119,113	\$ 22,998	\$ 367,697	\$ 159,658	\$ 42,923	\$ 67,164	\$ 27,616	\$ 14,298	\$ 29,131	\$ 3,845	\$ 55,379	\$ 121,867	\$ 55,912	\$ 850	\$ 4,479	\$ 9,309	\$ 7,382	\$ 1,120,536		

SUBTOTALS BY TASK	TOTAL HOURS	TOTAL LABOR
1.0 PROJECT MANAGEMENT AND ADMINISTRATION (6 month extension)	526	\$ 75,564
2.0 Enhanced Services	9,315	\$ 1,405,727
CREDIT	-2,698	\$ (380,755)
TOTAL TASK 1 & 2	7,142	\$ 1,120,536
3.1 Subconsultant - HMM historic research		\$ 32,839
3.2 Subconsultant - PINK - DBE coordination		\$ 20,000
3.3 Subconsultant - Lidar/ Survey/ Goetech		\$ 80,000
EXPENSES		\$ 13,000
SUPPLEMENT TOTALS	7,142	\$ 1,266,375

Shift in funds to cover portion of enhanced services (credit)