

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

RESOLUTION NO. 13-079

APPROVING AN AMENDED AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE ADDITIONAL TRAFFIC AND REVENUE SUPPORT SERVICES FOR EXISTING AND PROPOSED MOBILITY AUTHORITY PROJECTS.

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized an agreement with Stantec Consulting Services, Inc. ("Stantec") to provide traffic and revenue studies for the Mobility Authority (the "Agreement"); and

WHEREAS, since 2007 the Authority has extended the original contract and Stantec has continued to provide traffic and revenue studies and services for the Authority; and

WHEREAS, the Authority has a continuing need to monitor traffic and revenue for its existing toll projects and for new Authority projects, and the Executive Director recommends continuing to use Stantec for traffic and revenue services described in the proposed amendment to the Agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute an amendment to the Agreement in the form or substantially the form attached as Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of December, 2013.

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: 13-079
Date Passed: 12/18/13

EXHIBIT 1 TO RESOLUTION 13-079

SEVENTH AMENDMENT TO STANTEC AGREEMENT

[on the following 12 pages]

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

This Seventh Amendment to the Agreement Between Central Texas Regional Mobility Authority (“Authority”) and Stantec Consulting Services Inc. (“Consultant”) effective June 1, 2007 (the “Agreement”) is made effective as of the 18th day of December, 2013, and is for the purpose of amending Articles 3, 4, 5, and 6 of the Agreement.

Pursuant to action of the Board of Directors of the Authority, reflected in Resolution No. 13-___, Articles 3, 5, and 6 of the Agreement are amended as described below.

Article 3 is amended to add the following paragraph A.5:

A.5 Consultant shall perform the work necessary to complete in a manner satisfactory to Authority the services set forth in the attached Exhibit A.5 “Scope of Work” letter dated December 3, 2013, attached to and, by this reference, incorporated in and made a part of this Seventh Amendment to the Agreement. All services shall be provided at the times and places designated by Authority.

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 until terminated. Either Authority or Consultant may terminate this Agreement for any reason by providing written notice of the termination date no less than 120 days before the termination date established by that written notice, unless earlier terminated as provided in this Agreement..

Article 5 is amended to add the following paragraph B.4:

B.4. Subject to the Article 6.B as added below, for all services provided under the “Scope of Work” letter attached as Exhibit A.5 referenced in Article 3 of this Seventh Amendment, Authority will compensate Consultant as follows:

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Consultant with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by a government on fees for services. Such taxes will be added to all invoices as required.

If the Authority or Consultant desire any revision to the Scope of Services set forth in Exhibit A.5, or if there are changes proposed to services conditions, before the change is effective the party seeking the change shall submit to the other party for its written approval documentation of the desired revision to Exhibit A.5.

Unless otherwise specified, charges for services are based on Consultant's hourly labor rate table attached as Exhibit B.1 to Exhibit A.5. The Rate Table is subject to escalation from time to time by advance written agreement of the parties.

Consultant shall perform the work necessary to complete in a manner satisfactory to the Authority the services set forth in Exhibit A.5 "Scope of Work" letter dated December 3, 2013. All services shall be provided at the times and places designated by the Client.

Article 6 is amended to read as follows:

ARTICLE 6. MAXIMUM OBLIGATION

A. Authority and Consultant mutually agree that Authority's maximum cumulative payment obligation (including obligation for Consultant's profit) shall be Two Million Seven Hundred Fifty-Nine Thousand Six Hundred Sixty-Nine and No/100 Dollars (\$2,759,669.00) for work initiated before December 18, 2013, which shall include all amounts payable to Consultant for its subcontracts, leases, materials, and costs arising from, or due to termination of, this Agreement.

B. For work performed after December 17, 2013, Authority and Consultant mutually agree that Authority's maximum cumulative payment obligation (including obligation for Consultant's profit) shall be Three Million and No/100 Dollars (\$3,000,000.00) which shall include all amounts payable to Consultant for its subcontracts, leases, materials, and costs arising from, or due to termination of, this Agreement.

Article 7 is amended to read as follows:

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

Stantec Consulting Services, Inc.
50 West 23rd Street, 8th Floor
New York, New York 10010
ATTENTION: Thomas Harknett, Senior Principal
Phone: (212) 366-5600 Fax: (212) 366-5629

To AUTHORITY:

Central Texas Regional Mobility Authority
3300 N. Interstate 35, Suite 300
Austin, Texas 78705
ATTENTION: William Chapman, Chief Financial Officer
Phone: (512) 996-9778 Fax: (512) 225-7790

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

STANTEC CONSULTING
SERVICES, INC.

Mike Heiligenstein,
Executive Director

Thomas Harknett
Senior Principal



Stantec Consulting Services Inc.
50 West 23rd Street, 8th Floor
New York NY 10010-5272
Tel: (212) 366-5600
Fax: (212) 366-5629

December 3, 2013

Mr. Bill Chapman, CFO
Central Texas Regional Mobility Authority
3300 North IH-35, Suite 300
Austin, TX 78705

RE: CTRMA Evergreen Traffic & Revenue Services (2013 to 2016)

Dear Mr. Chapman:

We are pleased to deliver our scope and budget (Exhibit B) to provide continuing Traffic and Revenue Consulting Services to the Central Texas Regional Mobility Authority as it moves forward with various toll road projects now in operation or in the planning stages. Following is a description of the anticipated work efforts that would be provided under this agreement:

Level 3 Traffic & Revenue Studies (2 projects)

We anticipate conducting two investment grade T&R studies over the next 3-year period and have included those efforts in our scope and budget. Each of the studies will produce traffic & forecasts and documentation suitable for financing, including coordination with the financial team as well as meetings and presentations to rating agencies and investors. We will use our latest edition of the regional traffic model and fully update the required inputs, including validating the peak period baseline conditions to actual levels in the study area; this will be vital to reflect presence of new projects with managed lanes. We have included an allowance for subconsultants to conduct specialized studies such as demographic updates, traffic counts & surveys and stated preference surveys.

Level 2 Traffic & Revenue Study (1 project)

This study would be similar to the study just completed for the Bergstrom Expressway Project. The scope would be less extensive than a Level 3 Study, with fewer surveys and validation efforts, but would provide a reasonable basis for deciding whether to advance the project to the financing stage.

Level 1 Traffic & Revenue Studies (2 projects)

This effort would use the latest version of the traffic model to support preliminary feasibility studies of new projects or changes to existing projects. As the underlying traffic model would be based on a Level 3 baseline, only limited new surveys would be conducted for the Level 1 study, sufficient to provide an initial reading on likely traffic & revenue potential of the project.



December 3, 2013

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Reference: **CTRMA Evergreen Traffic & Revenue Services (2013 to 2016)**

Monitor & Support (Ongoing efforts)

We will continue to monitor the transaction and revenue data for 183A and the Manor Expressway, comparing actual conditions to forecast levels and identifying reasons for potential variations. We anticipate conducting sketch level studies and project evaluations, toll schedule evaluations, simulation studies and miscellaneous support in our role as the Authority's Traffic Consultant.

Stantec will be the prime consultant on this assignment, drawing on the expertise of subconsultants for specialized studies. These include Michael Bomba, Alliance Transportation Group, GRAM Traffic Counting, and Resource Systems Group.

Our project personnel are especially qualified to undertake this work. I will function as the Principal in Charge and also serve as Stantec's Practice Leader for the Traffic and Revenue Studies Group. Bill Ihlo, our Project Manager, has 30+ years of experience in toll feasibility studies, with more than 15 years of involvement in Austin-based projects for the Authority as well as TxDOT. Our key staff members include Sumeet Kishnani in our Dallas office, Ann Hughitt for traffic modeling and Sara Olson.

Exhibit B presents a summary and details of the anticipated typical budget levels for the tasks described above. As discussed with you, the total budget is \$3,000,000.

We look forward to working with you in the coming years.

Very truly yours,

STANTEC CONSULTING SERVICES INC.

Thomas R. Harknett, PE
Senior Principal
Tel: (646) 490-3851
thomas.harknett@stantec.com

Exhibit B	
Table of Contents	
Exhibit Number	Exhibit Title
Exhibit B-1	Hourly Labor Rate Table
Exhibit B-2	T&R Summary Budget
Exhibit B-3	Typical Level 3 T&R Budget
Exhibit B-4	Typical Level 2 T&R Budget
Exhibit B-5	Typical Level 1 T&R Budget
Exhibit B-6	Monitor & Support Budget

Exhibit B-1	
Stantec Consulting Evergreen Contract Hourly Labor Rate Table December 3, 2013	
Labor Category	Hourly Rate
Principal	\$ 117.00
Project Manager	\$ 90.00
Senior Engineer	\$ 65.00
Junior Engineer	\$ 35.00
Technician	\$ 20.00
FAR Overhead	Current Rate
Profit	11.5%

Note: Rates subject to escalation from time to time.

Exhibit B-2	
Stantec Consulting Evergreen Contract T&R Summary Budget December 3, 2013	
Task	
Level 3 T&R (2 Projects)	\$ 2,000,000
Level 2 T&R (1 Project)	\$ 400,000
Level 1 T&R (2 Projects)	\$ 150,000
Monitor & Support	\$ 450,000
Total	\$ 3,000,000

EXHIBIT B-3

Stantec Consulting Typical Level 3 T & R Budget December 3, 2013 (2 Projects)

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Technician	Total Hours	Total Direct Labor	Total Labor Cost
	Task 1 Project Definition (Alignment, access, lanes, tolls)	8	40	80	80	80	288	\$14,136
Task 2 Update Model Inputs	8	80	300	300	300	988	\$44,136	\$131,214
Task 3 Establish Screenlines	8	16	16	32	40	112	\$5,336	\$15,864
Task 4 Model Validation	32	80	600	600	600	1912	\$82,944	\$246,588
Task 5 Toll Rate Plan & Schedule	8	40	40	40	40	168	\$9,336	\$27,755
Task 6 Modeling Runs (3 model yrs; 4 scenarios)	16	80	400	340	340	1176	\$53,772	\$159,861
Task 7 Analysis of Results	32	120	300	300	300	1052	\$50,544	\$150,265
Task 8 Sensitivities	16	120	300	300	300	1036	\$48,672	\$144,699
Task 9 Documentation & Meetings	120	120	120	200	200	760	\$43,640	\$129,739
Task 10 Rating Agency Meetings	120	120	120	120	120	600	\$39,240	\$116,658
Task 11 Investor Meetings	120	120	120	120	120	600	\$39,240	\$116,658
Task 12 Systemwide Analysis	120	120	240	240	120	840	\$51,240	\$152,334
Task 13 Coordination with other projects (183 North, MoPac ML's)	120	120	120	120	120	600	\$39,240	\$116,658
Total Hours	728	1176	2756	2792	2680	10132	\$521,476	\$1,550,320
Labor Rate	\$117.00	\$90.00	\$65.00	\$35.00	\$20.00			
Total Direct Labor	\$85,176	\$105,840	\$179,140	\$97,720	\$53,600			
Multiplier	2.973	2.973	2.973	2.973	2.973			
Total Labor Cost	\$253,224	\$314,657	\$532,574	\$290,516	\$159,350			\$1,550,320
Direct Expenses								\$49,680
Total Stantec Effort								\$1,600,000
Subconsultant Efforts								
Demographic Update								
Subconsultant ATG – Bomba								\$150,000
Stated Preference Survey								
Subconsultant RSG								\$150,000
Supplemental Traffic Counts								
Subconsultant GRAM								\$100,000
Total All Work								\$2,000,000

EXHIBIT B-4

Stantec Consulting Typical Level 2 T & R Budget December 3, 2013 (1 Project)

Task Description	Principal	Project	Senior	Junior	Technician	Total Hours	Total	Total
		Manager	Engineer	Engineer			Direct	Labor
								Labor Cost
Task 1 Project Definition (Alignment, access, lanes, tolls)	2	24	20	40	40	126	\$5,894	\$17,523
Task 2 Update Model Inputs	4	24	40	120	120	308	\$11,828	\$35,164
Task 3 Establish Screenlines	2	8	16	24	24	74	\$3,314	\$9,852
Task 4 Model Validation	4	20	160	300	300	784	\$29,168	\$86,715
Task 5 Modeling Runs (3 model yrs; 4 scenarios)	4	40	80	160	160	444	\$18,068	\$53,715
Task 6 Analysis of Results	8	60	60	120	120	368	\$16,836	\$50,053
Task 7 Sensitivities	8	60	60	120	120	368	\$16,836	\$50,053
Task 8 Documentation & Meetings	24	60	60	100	100	344	\$17,608	\$52,348
Total Hours	56	296	496	984	984	2816	\$119,552	\$355,422
Labor Rate	\$117.00	\$90.00	\$65.00	\$35.00	\$20.00			
Total Direct Labor	\$6,552	\$26,640	\$32,240	\$34,440	\$19,680			
Multiplier	2.973	2.973	2.973	2.973	2.973			
Total Labor Cost	\$19,479	\$79,199	\$95,848	\$102,388	\$58,508			\$355,422
Direct Expenses								\$4,578
Total Stantec Effort								\$360,000
Subconsultant Efforts								
Demographic Update								
Subconsultant ATG – Bomba								\$25,000
Supplemental Traffic Counts								
Subconsultant GRAM								\$15,000
Total All Work								\$400,000

EXHIBIT B-5

Stantec Consulting Typical Level 1 T & R Budget December 3, 2013 (2 Projects)

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Technician	Total Hours	Total	Total
							Direct Labor	Labor Cost
Task 1 Project Definition (Alignment, access, lanes, tolls)	2	20	20	20	40	102	\$4,834	\$14,371
Task 2 Update Model Inputs	2	20	40	40	40	142	\$6,834	\$20,317
Task 3 Establish Screenlines	2	8	10	20	20	60	\$2,704	\$8,039
Task 4 Modeling Runs (3 model yrs; 4 scenarios)	4	30	50	50	40	174	\$8,968	\$28,661
Task 5 Analysis of Results	6	30	50	50	40	176	\$9,202	\$27,357
Task 6 Sensitivities	4	20	30	40	40	134	\$6,418	\$19,080
Task 7 Documentation	4	20	30	30	30	114	\$5,868	\$17,445
Total Hours	24	148	230	250	250	902	\$44,828	\$133,271
Labor Rate	\$117.00	\$90.00	\$65.00	\$35.00	\$20.00			
Total Direct Labor	\$2,808	\$13,320	\$14,950	\$8,750	\$5,000			
Multiplier	2.973	2.973	2.973	2.973	2.973			
Total Labor Cost	\$8,348	\$39,600	\$44,446	\$26,013	\$14,865			\$133,271
Direct Expenses								\$1,729
Total Stantec Effort								\$135,000
Subconsultant Efforts								
Demographic Update								
Subconsultant ATG -- Bomba								\$10,000
Supplemental Traffic Counts								
Subconsultant GRAM								\$5,000
Total All Work								\$150,000

EXHIBIT B-6

Stantec Consulting Monitor & Support Budget December 3, 2013

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Technician	Total Hours	Total	Total
							Direct Labor	Labor Cost
Task 1 Monitor Daily & Monthly Traffic & Revenue Reports	12	80	40	120	120	372	\$17,804	\$52,930
Task 2 Sketch Level Studies	16	80	120	160	160	536	\$25,672	\$76,321
Task 3 Toll Schedule Evaluation	12	80	40	40	40	212	\$13,404	\$39,849
Task 4 Simulation Studies	16	80	160	300	300	856	\$35,972	\$106,943
Task 5 Miscellaneous Support	22	120	200	260	260	862	\$40,674	\$120,922
Total Hours	78	440	560	880	880	2838	\$133,526	\$396,966
Labor Rate	\$117.00	\$90.00	\$65.00	\$35.00	\$20.00			
Total Direct Labor	\$9,126	\$39,600	\$36,400	\$30,800	\$17,600			
Multiplier	2.973	2.973	2.973	2.973	2.973			
Total Labor Cost	\$27,131	\$117,729	\$108,215	\$91,567	\$52,324			\$396,966
Direct Expenses								\$3,034
Total Stantec Effort								\$400,000
Subconsultant Efforts								
Demographic Update								
Subconsultant ATG -- Bomba								\$35,000
Supplemental Traffic Counts								
Subconsultant GRAM								\$15,000
Total All Work								\$450,000

SEVENTH AMENDMENT TO CTRMA/STANTEC PROFESSIONAL CONSULTING SERVICES AGREEMENT
 EXHIBIT A.5
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