

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

RESOLUTION NO. 14-066

**APPROVING A SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS
NORTH AMERICA, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
ON THE MANOR EXPRESSWAY PROJECT.**

WHEREAS, Atkins North America, Inc., (“Atkins”) 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, Atkins provides general engineering consultant support services to the Mobility Authority for the Manor Expressway Design/Build Comprehensive Development Agreement; and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed supplement to the work authorization for Atkins to provide continued general engineering consultant services for the Manor Expressway Project; and

WHEREAS, the Executive Director recommends approval of the proposed supplement to the work authorization attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed supplement to the work authorization is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed supplement to the work authorization in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-066
Date Passed: 9/24/2014

EXHIBIT 1 TO RESOLUTION 14-066

**SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC.**

[on the following 9 pages]

EXHIBIT D
WORK AUTHORIZATION

Supplement No. 4 to Work Authorization No.1

This Work Authorization is made as of this 1st day of September, 2014, 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 Atkins North America, Inc. (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Manor Expressway
Oversight Services*

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 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 sixteen (16) months from the date this Supplement becomes effective. This Supplement 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 \$979,740, based on Attachment B -Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1 from \$37,189,525.34 to \$38,169,265.34. Compensation for Direct Expenses under this Supplement which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with

local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$30,250.00 (with \$1,890.62 to be invoiced monthly). Profit will be 12% for all services. 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: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**SUPPLEMENT NO. 4 TO
WORK AUTHORIZATION NO. 1
ATKINS**

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

MANOR EXPRESSWAY PROJECT

1.0 Maintenance Management [Preliminary Engineering Code 13110]

Total Routine Maintenance Contractor Procurement

- 1.1 Project Management - Develop a management plan for the procurement of a total routine maintenance contractor. This will entail working closely with the Mobility Authority in the preparation of a procurement process and reasonable time schedule to define progress achievement milestones between issuance of RFDP and the issuance of Notice(s) to Proceed. This schedule will allow sufficient time for all elements of the procurement process, including: development of the RFDP; assessment of the Detailed Proposals; selection of the lowest responsible bidder or best value proposer; and negotiation of the terms and execution of the maintenance contract. The schedule will also allow sufficient time for development of a Memorandum of Understanding and an Interlocal Agreement with TxDOT whereby the Mobility Authority will be reimbursed monthly by the Department for routine maintenance services on those facilities adjacent to Mobility Authority tolled projects, namely non-tolled frontage roads/general purpose lanes.
- 1.2 Preliminary Draft RFDP - Develop the main sections of the Preliminary Draft RFDP. The main sections will include:
 - 1.2.1 Draft Instructions to Proposers – This section will contain relevant information to the shortlisted Proposers regarding the project and their associated submittals, including: an introduction and summary of the project; scope of services to be requested; Contractor team and personnel requirements; bonding requirements; a procurement schedule defining the major milestone dates; detailed description of the procurement process which the Mobility Authority will utilize during the review and evaluation of the responses to the RFDP; detailed information pertaining to the Proposal delivery, content, and format; Proposal evaluation criteria and weighting;
 - 1.2.2 General Notes – This section will contain scope and technical requirements intended to apply specifically to the development and implementation of the project.
 - 1.2.3 Special Provisions – This section will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of the project.
 - 1.2.4 Special Specification – This section will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of the project. The focus of this section will be on the Total Routine Maintenance specification, which will contained detailed information for the performance of complete roadway maintenance, including all existing appurtenances and future additions within the right of way. Detailed

requirements will include provisions for tolled mainlanes, frontage roadways, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, landscaping, snow and ice control, aesthetics, signing, sign structures, traffic signals, and buildings/facilities.

- 1.2.5 Maintenance Maps – A complete set of maintenance maps will be developed that will delineate areas that are to be maintained by the Contractor, and areas that are to be maintained by others. Callouts are to include mainlane pavement, frontage road/general purpose lane pavement, bridges, mow areas, sidewalks/shared use paths, landscaping/planting areas, environmentally sensitive areas, stockpiled areas, and facilities/buildings.
- 1.3 Project Cost Estimates – Prepare an estimate of probable maintenance costs which will include quantity/cost for all major components of work.
- 1.4 Coordination Meetings - Plan, organize, and administer a series of weekly document reviews with the Mobility Authority and co-GEC to ensure completeness. Update the Draft RFDP by incorporating comments gathered through the extensive weekly document reviews.
- 1.5 Final RFDP – Facilitate the industry review of the Draft RFDP.
 - 1.5.1 Prepare correspondence for the Mobility Authority formally issuing the Draft RFDP to the shortlisted Proposers for their review and comment. An Industry Review workshop will be held with all shortlisted Proposers to discuss the general elements of the Draft RFDP.
 - 1.5.2 Individual one-on-one meetings will also be held with each of the shortlisted Proposers, as required by the Mobility Authority, to discuss specific comments.
 - 1.5.3 Working jointly and cooperatively with the Mobility Authority, compile industry review comments and meeting documentation. Based on discussions with Mobility Authority staff and legal counsel, a Final RFDP will be prepared by incorporating applicable industry review comments into the Draft RFDP.
 - 1.5.4 Coordinate with the Texas Department of Transportation (TxDOT). The GEC will attend meetings with the Mobility Authority to present the Final RFDP to TxDOT. Written comments will be formally requested. Comments received will be discussed with the Mobility Authority staff and legal counsel to obtain their approval prior to modifying the Final RFDP.
 - 1.5.5 Prepare correspondence for execution by the Mobility Authority distributing the Final RFDP to shortlisted/qualified Proposers.
- 1.6 Proposal Review Support - Working with the Mobility Authority staff, develop a detailed and thorough procedure and methodology for evaluating final Proposal elements to be submitted by the shortlisted Proposers. The evaluation procedure and methodology will either utilize a modified 2-step “Lowest Responsible Bidder” methodology or “Best Value” methodology. Both methodologies will require detailed reviews by a technical subcommittee approved by the Mobility Authority. Upon completion of the individual technical subcommittee team member’s evaluation/scoring, an average of all score will be prepared for each Proposal. The GEC will prepare documentation of the findings resulting from the evaluation. The GEC will also prepare final reports summarizing the deliberations, actions, and recommendations of the committee and the Board relative to the review and consideration of the Proposals and their final selection.
- 1.7 Procurement Contracting Support – Complete various contracting phase efforts associated with the Total Routine Maintenance Contractor procurement. Assist in negotiating the final

agreement language and reviewing insurance and bond documents. Conduct debriefings on behalf of the Mobility Authority, under the guidance of general counsel, for proposers to the RFDP that were not selected to enter CDA with the Mobility Authority.

- 1.8 Memorandum of Understanding (MOU) – Prepare MOU between CTRMA and TxDOT. This document will identify the roles and responsibilities of CTRMA and TxDOT regarding routine maintenance that will be accomplished through a performance based maintenance contract.
- 1.9 Interlocal Agreement (ILA) – Prepare ILA between CTRMA and TxDOT. This document will identify the roles and responsibilities of CTRMA and TxDOT regarding routine maintenance that will be accomplished through a performance based maintenance contract. In addition, this agreement will define scope, budget, and outline reimbursement terms, specifically the monthly reimbursement payments by TxDOT to the Mobility Authority.

2.0 Traffic Management Center [GEC 3.1 Operations Center Support Code 71331]

Implementation and Staffing

2.1 Traffic Management Center Implementation - Work closely with the Mobility Authority in the implementation of the new Traffic Management Center (TMC). The TMC will be responsible for the monitoring and control of traffic on the Mobility Authority system. The TMC will serve numerous functions: (1) Detection, verification, and active management of incidents which reduce roadway capacity; (2) Distribution of information to travelers; and (3) Optimization of roadway capacity through active strategies such as managing toll rates. Additional functions, such as motorist assistance patrols, may be managed from within the TMC. GEC responsibilities for implementation of the TMC will entail the following:

- 2.1.1 Daily Operations - Develop daily operations procedures to include management center functions, personnel list/organization charts, hours of operations, staffing, after-hours/on-call roster, remote operations procedures, security procedures, maintenance checklist, startup/shutdown procedures, failure recovery, agency/jurisdictional contact list, notification procedures, and policies for contact with media
- 2.1.2 Control System Operation Procedures - Develop control system operation procedures that detail day-to-day electronic hardware and software system operation. Documentation will include operator interface information, operational procedures, and incident management procedures
- 2.1.3 Maintenance Procedures - Develop electronic hardware and software system maintenance of operations center related equipment. This document will address routine maintenance (typical daily checks, adjustments, and minor component replacement), preventative maintenance, spare/backup equipment inventory, emergencies, and contract maintenance.
- 2.1.4 System Operations Logs – Develop description of procedures and manual and automated logs associated with documenting system operations. Logs will include operations, maintenance, events, system reports, traffic data, and risk management
- 2.1.5 Concept of Operations - Develop Concept of Operations which will describe the functions of the TMC and how they will be performed. This document will include traffic control concept strategies, traffic monitoring, data analysis and warehousing, interagency coordination, and emergency procedures

- 2.1.6 Control Center Description/System Field Devices - Develop Control Center Description/System Field Devices Plan that documents location, access/security, layout, fire suppression, power source/location, HVAC, data communications, voice communications, network communications, and field device descriptions.
- 2.1.7 System Documentation – Develop a secure system for storing all system documents, vendor maintenance documents, and procedures for updating maintenance document bibliography.
- 2.1.8 Facility Security/Access Control – Create business processes, forms, logs, and operating procedures for the issuance of access control badges to Mobility Authority staff/consultants/contractors and oversee issuance of badges by center staff. Monitor access control system performance and maintenance; report outages; coordinate system repairs.
- 2.2 Budgeting - Develop detailed annualized cost estimate for funding of necessary operations, maintenance, and renewal and replacement elements for the traffic management system, safety, security, and enforcement, and incident management
- 2.3 Interlocal Agreements and Contracts - Review all service interlocal agreements and contracts associated with the Mobility Authority traffic operations, including law enforcement, courtesy patrols, wrecker services, maintenance contractors, TxDOT, and the system integrator. Review any Mobility Authority commitments made to the Board, stakeholders, or the community. Prepare the Mobility Authority for negotiations for services and interaction with local/regional authorities and partners. Develop and manage new Interlocal Agreements and Contracts to support efficient traffic operations and incident clearance.
- 2.4 Incident Management - Analyze data sources to determine and project incident volumes on the Mobility Authority system. Develop emergency and incident reporting procedures.
- 2.5 Mobility Authority traffic management business plan – Working with the Mobility Authority, determine the service level that will be provided for items such as courtesy patrols, dedicated wreckers, and HazMat services for each facility. This task will include assessing and possibly expanding wrecker services. This task may also include the development of Memorandum of Understandings and/or interlocal agreements to enhance response beyond standard service levels for the system.
- 2.6 Police Services –Reach out to local law enforcement to enhance working relationship, educate officers on toll road/managed lane operations, collaborate in educating customers on managed lanes, and increase police visibility.
- 2.7 Interagency Exchange - Investigate traffic management centers at other agencies. This task will entail interagency exchange of information through phone and email correspondences, as well travel to the various TMCs to see first-hand how the facilities are operated.
- 2.8 Traffic and Incident Management Dashboard—Develop reports for Mobility Authority executive administration and staff.

**Attachment B - Fee Estimate
Summary**

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

ATKINS - Supplemental Work Authorization #4 to Work Authorization #1

290E Corridor GEC Services

TASK	<u>SUBTOTAL</u> Labor + Overhead + Profit	<u>SUBTOTAL</u> Direct Expenses	<u>TOTAL</u>
290E Corridor GEC Services			
1.0 Maintenance Management	\$ 472,011	\$ 15,000	\$ 487,011
2.0 Traffic Management Center	\$ 477,477	\$ 15,250	\$ 492,727

Subtotals	\$ 949,488	\$ 30,250	\$ 979,738
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TOTAL (rounded) \$ 979,740

Attachment B - Fee Estimate

290E Corridor GEC Services

290E Corridor GEC Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	A	B	C	D	E	F		
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00		
1.0 Maintenance Management								
Total Routine Maintenance Contractor Procurement								
1.1 Project Management	16	40	180				236	
1.2 Preliminary Draft RFDP	40	180	450	350	300	20	1340	
1.3 Project Cost Estimates	16	24	40	180	180	20	460	
1.4 Coordination Meetings	40	36	100				176	
1.5 Final RFDP		40	180	160			380	
1.6 Proposal Review Support	16	40	60				116	
1.7 Procurement Contracting Support		40	60	20			120	
1.8 Memorandum of Understanding		24	40	8			72	
1.9 Interlocal Agreement	16	24	60				100	
TOTAL DIRECT LABOR	144	448	1170	718	480	40	3000	
<i>% Total by Classification</i>	<i>4.80%</i>	<i>14.93%</i>	<i>39.00%</i>	<i>23.93%</i>	<i>16.00%</i>	<i>1.33%</i>		
Labor Costs	\$ 11,520	\$ 31,360	\$ 70,200	\$ 32,310	\$ 16,800	\$ 1,000	\$ 163,190	
Overhead Costs	1.5825 \$ 18,230	\$ 49,627	\$ 111,092	\$ 51,131	\$ 26,586	\$ 1,583	\$ 258,248	
Profit	12.0% \$ 3,570	\$ 9,718	\$ 21,755	\$ 10,013	\$ 5,206	\$ 310	\$ 50,573	
Total Loaded Labor	\$ 33,320	\$ 90,706	\$ 203,046	\$ 93,453	\$ 48,592	\$ 2,892	\$472,011	
Direct Expenses								
Plotting and Reproduction	\$ 1,500							
Mail and Deliveries	\$ 500							
Misc Expenses	\$ 2,000							
Travel and Field Expenses	\$ 11,000							
Total Direct Expenses	\$ 15,000							

Total \$ 487,011

Attachment B - Fee Estimate

290E Corridor GEC Services

290E Corridor GEC Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
2.0 Traffic Management Center							
2.1 Traffic Management Center Implementation		900	225	60			1185
2.2 Budgeting		400	40	40			480
2.3 Interlocal Agreements and Contracts			60	60			180
2.4 Incident Management		160	20	20			200
2.5 Business Plan		40	24	24			88
2.6 Police Services		150					150
2.7 Interagency Exchange			70	24			164
2.8 Traffic and Incident Management Dashboard		40		24			64

TOTAL DIRECT LABOR	0	1820	439	252	0	0	2511
% Total by Classification	0.00%	72.48%	17.48%	10.04%	0.00%	0.00%	
Labor Costs	\$ -	\$ 127,400	\$ 26,340	\$ 11,340	\$ -	\$ -	\$ 165,080
Overhead Costs	1.5825	\$ -	\$ 201,611	\$ 41,683	\$ 17,946	\$ -	\$ 261,239
Profit	12.0%	\$ -	\$ 39,481	\$ 8,163	\$ 3,514	\$ -	\$ 51,158
Total Loaded Labor		\$ -	\$ 368,492	\$ 76,186	\$ 32,800	\$ -	\$ 477,477

Direct Expenses	
Plotting and Reproduction	\$ 750
Mail and Deliveries	\$ 500
Misc Expenses	\$ 2,000
Travel and Field Expenses	\$ 12,000
Total Direct Expenses	\$ 15,250

Total \$ 492,727