

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

RESOLUTION NO. 11-075

**APPROVE AN AMENDMENT TO THE GEC MASTER CONTRACT WITH
HNTB CORPORATION TO AUTHORIZE AN APPROPRIATE NEGOTIATED
PROFIT RATE FOR EACH SEPARATE WORK AUTHORIZATION.**

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

WHEREAS, HNTB and the Executive Director have discussed and agreed to a proposed amendment to the Agreement, a copy of which is attached and incorporated into this resolution as Attachment A, to reduce future compensation paid to HNTB by providing for a variable profit margin, within a defined range, to be negotiated and established for each future work authorization based on the complexity and risk of the service provided by HNTB under that work authorization; and

WHEREAS, the Executive Director recommends approval of the proposed amendment.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the proposed First Amendment to Agreement for General Consulting Civil Engineering Services between Central Texas Regional Mobility Authority and HNTB Corporation (the “First Amendment”) in the form or substantially the same form as Attachment A; and

BE IT FURTHER RESOLVED that the First Amendment, as approved, may be finalized and executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of June, 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: 11-075
Date Passed: 6/29/11

ATTACHMENT "A" TO RESOLUTION 11-075

**FIRST AMENDMENT TO AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND HNTB CORPORATION**

[on the following 3 pages]

**FIRST AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
HNTB CORPORATION**

This First Amendment to the Agreement for General Consulting and Civil Engineering Services between Central Texas Regional Mobility Authority ("CTRMA") and HNTB Corporation (the "GEC") is made for the purpose of modifying Section 4 of the Agreement for General Consulting and Civil Engineering Services between CTRMA and GEC dated December 23, 2009.

Section 4a and 4b are deleted in their entirety and hereby replaced with the following:

4. COMPENSATION.

a. **BASIS FOR COMPENSATION.** Subject to the terms of a Work Authorization issued pursuant to Section 14 below, the Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times \text{Profit}$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the GEC's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and Profit ranges from 1.08 (8% Profit) to 1.12 (12% Profit).

The Profit amount will be negotiated for each work authorization predicated on the complexity of each specific assignment. In general, it is anticipated an 8% Profit would be applied to assignments that are less complex and more administrative in nature, while a 12% Profit would be applied to those assignments that are complex, specialized, and carry increased levels of risk including project specific assignments for design and oversight. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the Effective Date of

this Agreement is reflected in Appendix B. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, subject to the approval of the Executive Director or his designee. No adjustment shall be made to the specified negotiated Profit for each work authorization. The first adjustment to the auditable overhead rate shall be considered no earlier than January, 2011. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit the GEC's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. During the term of this Agreement the GEC shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the GEC.

In the event that GEC employees or subconsultants work a substantial portion of time in facilities owned or leased by the Authority as provided in Section 12 herein, the auditable overhead rate will be adjusted downward to reflect the Authority's burden of overhead associated with such employees or subconsultants. Any such adjustments will be agreed upon by the Authority and the GEC, effective as of such time as the GEC employees or subconsultants begin working in facilities owned or leased by the Authority.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

b. COMPUTATION AND ADJUSTMENT OF THE AUDITABLE OVERHEAD RATE. The applicable compensation formula for this Agreement (identified in paragraph 4.a

above) will utilize the GEC's auditable overhead rate as allowed under the provisions of FAR 31, unless the Authority and GEC have negotiated a reduced overhead rate for co-located staff or CE&I services, as well as the negotiated Profit for each work authorization. The GEC represents that at all times, subject to the limitations on timing and approval in subsection 4.a., throughout the term of this Agreement that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); that the Direct Labor Costs shall not exceed the ranges reflected in Appendix B and shall be based on actual salary amounts for the individuals performing the work; and that, except as previously described in writing, the auditable overhead rate and negotiated Profit for each work authorization used under this Agreement shall not exceed the auditable overhead rate and negotiated Profit for similar work authorizations utilized by the GEC in its agreement(s) with, or subcontracts for, GEC work for other Toll Road Authorities or any other Regional Mobility Authority in the State of Texas.

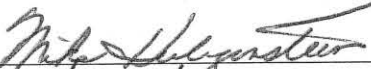
Effective Date of Amendments: These amendments shall be effective as of July 1st, 2011.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

By their signatures below, the parties of the Agreement evidence their agreement to these amendments set forth above.


Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 
Name: MIKE HEILIGENSTEIN
Title: EXECUTIVE DIRECTOR
Date: 6/29/11

GEC:

HNTB Corporation

By: 
Name: Glenn G. Gregory, Jr
Title: Vice President
Date: 6/28/11