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

RESOLUTION NO. 18-028

APPROVE WORK AUTHORIZATION NO. 7 WITH FAGAN CONSULTING LLC TO PROVIDE GENERAL SYSTEMS CONSULTING SERVICES FOR FY 2019

WHEREAS, by Resolution No. 14-070 dated September 24, 2014, Fagan Consulting LLC ("Fagan") serves as the general systems consultant to the Mobility Authority under the General Systems Consulting Services agreement effective October 1, 2014 (the "Agreement"); and

WHEREAS, the Executive Director and Fagan have negotiated proposed Work Authorization No. 7 in an amount not to exceed \$125,000.00 for general systems consulting services for FY 2019; and

WHEREAS, the Executive Director recommends approval of proposed Work Authorization No. 7, in the form or in substantially the same form as is attached hereto as <u>Exhibit A</u>.

NOW THEREFORE, BE IT RESOLVED that proposed Work Authorization No. 7 with Fagan Consulting LLC is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute Work Authorization No. 7 for the Mobility Authority, in the form or in substantially the same form as is attached hereto as <u>Exhibit A</u>.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

General Counsel

Approved:

Ray A. Willerson Chairman Board of Directors

<u>Exhibit A</u>

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION WORK AUTHORIZATION NO. 7 WITH FAGAN CONSULTING, LLC TO PROVIDE GENERAL SYSTEMS CONSULTING SERVICES FOR FY 2018-2019

This Work Authorization is made effective as of July 1, 2018, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, effective October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting, LLC ("Consultant").

This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator.

Section A. - Scope of Services

- A.1. Consultant shall perform the following Services:
 - a. assist the Authority with the oversight of its contracts with the system integrators and participate in system requirements analysis;
 - b. participate in system design reviews;
 - c. review contract deliverables from the systems integrators to include without limitation the Preliminary System Design Document and Final System Design Document, Interface Plans, and the QA/QC Manual, to ensure that deliverables conform to system's contract terms and Authority standards;
 - d. review detailed development and implementation schedules and assist with progress reporting;
 - e. participate in system development testing and assist the Authority in monitoring the tests;
 - f. oversee and participate in system accuracy testing;
 - g. review claims and change orders related to contracts with the system integrators;
 - h. monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results;
 - i. advise regarding systems contract performance standards; and
 - j. provide other related technical services requested by the Authority.

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.

No Additional Services are contemplated by this Work Authorization No. 7.

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

As may be identified in writing by the Authority from time to time.

Section B. – Service Providers

Service Providers are identified in article 2, subsection C of the Agreement.

Section C. - Schedule

Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:

As may be identified in writing by the Authority from time to time.

Section D. - Compensation

D.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant an amount not to exceed \$125,000 for Services provided through June 30, 2019, calculated using the Service Providers' respective hourly rates identified in article 2, subsection C of the Agreement. Compensation shall be in accordance with the Agreement.

D.2. Compensation for Additional Services (if any) shall be paid by the Authority to Consultant according to the terms of a future Work Authorization.

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 7 to be effective on the date and year first written above.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

FAGAN CONSULTING, LLC

By:__

Mike Heiligenstein, Executive Director

By:

Ron Fagan, Managing Member