

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

RESOLUTION NO. 18-047

**APPROVING AMENDMENT NO. 2 TO THE CDM SMITH INC. AGREEMENT
AND AUTHORIZING FUTURE WORK AUTHORIZATIONS FOR TRAFFIC AND REVENUE
STUDIES ON MOBILITY AUTHORITY TOLL PROJECTS**

WHEREAS, CDM Smith Inc. provides traffic and revenue studies to the Mobility Authority under that certain "Agreement for Traffic and Revenue Engineering Services" executed to be effective August 1, 2009 (the "Agreement"); and

WHEREAS, CDM Smith Inc. is currently providing traffic and revenue services under two letters of engagement (work authorizations) dated July 26, 2016, and September 22, 2016, respectively; and

WHEREAS, staff anticipates needing additional traffic and revenue services from CDM Smith Inc. over the next three years, as described in Exhibit A to this resolution; and

WHEREAS, the Executive Director recommends Board authorization to issue future letters of engagement to provide traffic and revenue services under the Agreement, as requested from time-to-time by the Mobility Authority, between September 26, 2018, and October 1, 2021; and

WHEREAS, the Executive Director has negotiated a reduction in CDM Smith Inc.'s fee from 12% to 10% as set forth in proposed Amendment No. 2 to the Agreement which is attached hereto as Exhibit B; and

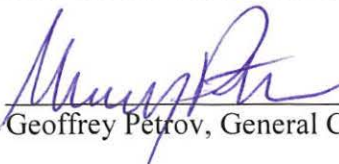
WHEREAS, the Executive Director recommends that the Board approve Amendment No. 2 to the Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority letters of engagement with CDM Smith Inc. to obtain the traffic and revenue services described in Exhibit A until October 1, 2021, when needed, for total payments during that period in an amount not to exceed \$3,000,000.00; and

BE IT FURTHER RESOLVED, that the Board hereby approves Amendment No. 2 to the Agreement and authorizes the Executive Director to finalize and execute Amendment No. 2 in the form or substantially the same form as is attached hereto as Exhibit B.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of September 2018.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

EXHIBIT A

SCOPE OF SERVICES

Letters of engagement (work authorizations) to provide traffic and revenue and toll services during the time period of September 26, 2018, to October 1, 2021, may be requested for the MoPac North and South Corridors, 183 North Corridor, other regional toll road and managed lane projects, and for miscellaneous technical tasks:

- Level-3 Comprehensive traffic and toll revenue study for one project. This study will produce traffic and toll revenue forecasts and documentation suitable for financing, including coordination with the financial team and meetings/presentations to rating agencies and investors. The scope will include services for socioeconomic updates, data collection and stated preference surveys;
- Level-2 Preliminary traffic and toll revenue study for one project. Such a study will involve limited amount of data collection, surveys and socioeconomic reviews but the results could help with project configuration optimization, toll rate setting, etc. to assess the project's feasibility;
- Corridor level operational model development in support of Volume Delay Function (VDF) curve refinement as inputs to the traffic and revenue forecasting models for two projects; and
- Environmental support including technical assistance for traffic analysis for one project.

Additional services beyond the above noted may include:

- Technical assistance and monitoring associated with existing Mobility Authority toll road and managed lane facilities;
- On-call technical assistance;
- Toll rate evaluations;
- Attendance in meetings and preparation of meeting minutes as requested by the Mobility Authority;
- Peer review services for traffic and revenue studies and operational analyses conducted by other firms;
- Innovative tools for tracking of budgeted versus actual transactions and performance measures for select corridors; and
- Conceptual/Sketch Level toll feasibility and project evaluations.

Exhibit B

**Second Amendment To
Professional Consulting Services Agreement
Between
Central Texas Regional Mobility Authority
and
CDM Smith Inc.**

This Second Amendment to the Agreement between Central Texas Regional Mobility Authority ("Authority") and CDM Smith Inc., ("Consultant") effective August 1, 2009, as amended (the "Agreement") is made effective as of September 26, 2018 and is for the purpose of amending Article 3, Subsection a. of the Agreement.

The Authority and Consultant hereby agree that Articles 3, Subsection a. of the Agreement is amended to read in its entirety as follows:

**ARTICLE 3
COMPENSATION**

Authorization for Consultant to perform the Services, compensation for Consultant's work, and other aspects of the mutual obligations concerning Consultant's work and payment therefore are as follows:

- a. **BASIS FOR COMPENSATION.** Subject to the terms of a Work Authorization issued pursuant to subsection 3.b below, the Authority agrees to pay and the Consultant agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{FAR}) \times 1.10$$

Where Direct Labor Costs equals salary divided by 2080; FAR equals consultant's most recent audited overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and 1.10 reflects a 10 percent (10%) profit. Representative rates computed through this methodology as of the Effective Date of this Agreement are reflected in Appendix B. Rates will be revised annually to reflect adjustments to the Direct Labor Costs and audited FAR rates; no adjustments shall be made to the specified profit percentage. The first adjustment shall be considered in 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 Consultant's Direct Labor Costs and FAR rates upon written request and as provided in subsection (e) hereto. During the term of this Agreement Consultant shall provide to the Authority, prior to requesting any adjustment to rates, a copy of the report establishing a new FAR rate for Consultant.

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.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CDM SMITH, INC.

By: _____
Mike Heiligenstein
Executive Director

By: _____
Name: _____
Title: _____