



AGENDA ITEM #7 SUMMARY

Approve an amendment to the contract with MSX International, Inc., for general toll system consulting services.

CENTRAL TEXAS Regional Mobility Authority

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Associated Costs:	None
Funding Source:	Capital Project Funds
Board Action Required:	Yes

Description of Matter: The contract awarded to MSX International, Inc. for General Toll Systems Consultant Services is currently limited to maximum cost of \$175,000.00 annually, over a period not to exceed five calendar years (including extensions), for a maximum calculated fee not to exceed \$875,000.00. The contract did not anticipate obtaining consulting services necessary for the Manor Expressway ITS system and for the dynamic toll system required for the MoPac Improvement Project. This requested amendment will continue the \$175,000.00 annual compensation cap established by Work Authorization No. 1 for consulting services related to operations, but will permit additional work authorizations needed for capital projects, in the amounts established by the work authorizations approved by the board.

Reference documentation:

Draft Resolution
Proposed Contract Amendment

Contact for further information: Tim Reilly, Director of Operations

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

RESOLUTION NO. 12-___

**APPROVING AN AMENDMENT TO THE CONTRACT WITH
MSX INTERNATIONAL, INC., FOR GENERAL TOLL
SYSTEMS CONSULTING SERVICES.**

WHEREAS, the Mobility Authority contracts with MSX International, Inc. (“MSXI”) for general toll systems consultant services under an Agreement for General Systems Consultant Services effective April 1, 2011 (the “Agreement”); and

WHEREAS, the Mobility Authority wishes to obtain additional toll consulting services from MSXI for capital projects not included within the scope of services provided under the Agreement or by Work Authorization No. 1 issued under the Agreement; and

WHEREAS, the Executive Director recommends approval of an amendment to the Agreement to permit additional work authorizations and compensation for consulting approved by the Board, in the form attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the proposed First Amendment to the Agreement for General Systems Consultant Services with MSXI, in the form attached as Exhibit 1 to this resolution; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to execute the First Amendment to the Agreement for General Systems Consultant Services with MSXI in the form or substantially similar to the form attached as Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-___
Date Passed: 12/05/12

Exhibit 1 to Resolution No. 12-

First Amendment to the Agreement for General Systems Consultant Services

This First Amendment to the Agreement For General Systems Consultant Services between the Central Texas Regional Mobility Authority (“Mobility Authority”) and MSX International, Inc. (“MSXI” or “Consultant”) effective April 1, 2011, (the “Agreement”) is made effective as of the ____ day of December, 2012.

WHEREAS, the parties to this First Amendment desire to amend the Agreement so the the Mobility Authority may obtain additional consulting services from MSXI needed for the Manor Expressway and MoPac Improvement Projects; and

WHEREAS, the Mobility Authority Board of Directors has authorized the Executive Director to execute this First Amendment by Resolution No. 12-____, duly enacted by the Board at its meeting on December 5, 2012.

NOW, THEREFORE, the parties agree as follows:

Subsection (i) of Article 2 (Compensation) of the Agreement is amended to read in its entirety as follows:

- i. **AS-NEEDED BASIS.** As provided for above, the Authority shall request that the Consultant perform specific Services on an as-needed basis and through the issuance of Work Authorizations. No representation or assurance has been made on behalf of the Authority to the Consultant as to the minimum total compensation to be paid to the Consultant under this Agreement during any fiscal year. The maximum annual compensation the Authority is obligated to pay MSXI under this Agreement for Work Authorization No. 1, dated April 13, 2011, is \$175,000.00. The maximum compensation the Authority is obligated to pay MSXI for any other work authorization under this Agreement will be established by a work authorization approved by a resolution passed by the Mobility Authority Board of Directors.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for General Systems Consultant Services to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

MSX INTERNATIONAL, INC.

By: _____
Mike Heiligenstein, Executive Director

By: _____
Name: _____
Title: _____