

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

RESOLUTION NO. 11-103

**APPROVE AN AMENDED WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC., RELATING TO INITIAL DEVELOPMENT OF FUTURE
PROJECTS, PROJECT FEASIBILITY STUDIES, AND SUPPORT FOR CERTAIN
OTHER PROJECT SPECIFIC ACTIVITIES.**

WHEREAS, Atkins North America, Inc. ("Atkins"), as successor entity to Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), 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, by Resolution No. 10-60, dated June 30, 2010, the Board of Directors approved Work Authorization No. 6 under the Agreement for general project activities related to the development of future CTRMA projects through June 30, 2011; and

WHEREAS, Atkins and the Executive Director have discussed and agreed to a proposed amendment to Work Authorization No. 6, a copy of which is attached and incorporated into this resolution as Attachment A, to continue certain support activities provided by Atkins as a general engineering consultant; and


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

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to Work Authorization No. 6 is approved; and

BE IT FURTHER RESOLVED that the proposed amendment to Work Authorization No. 6 in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.

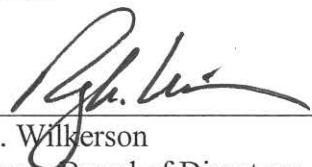
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 11-103
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-103

PROPOSED AMENDMENT TO WORK AUTHORIZATION NO. 6

[on the following 2 pages]

EXHIBIT D
WORK AUTHORIZATION

**Supplemental Work Authorization No. 1 to
Work Authorization No. 6**

This Supplement No. 1 to Work Authorization No. 6 dated June 30th, 2010, is made as of this 28th day of July, 2011, 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.** (formerly Post, Buckley, Schuh & Jernigan, Inc.) ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

Activities associated with the Development of Future Projects

The following terms and conditions of Work Authorization No. 6 are hereby amended, as follows:

Section B. - Schedule

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

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of June 30, 2012.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$250,000.00, based on a Cost Plus fee. This will increase the not to exceed amount for Work Authorization No. 6 from \$199,427.00 to \$449,427.00. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

The parties agree that GEC shall discontinue Services upon June 30, 2012 or upon reaching the new not to exceed amount (\$449,427.00) specified herein, whichever occurs first. If the new not to exceed amount is reached before June 30, 2012, a second supplement to Work Authorization No. 6 will be required in order for services to continue.

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**

By: _____

Name: _____

Title: _____

Date: _____

GEC:

ATKINS NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

DRAFT