

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

RESOLUTION NO. 12-046

**APPROVE AN AMENDMENT TO THE GEC MASTER CONTRACT
WITH ATKINS NORTH AMERICA, INC., TO PROVIDE CONTINUED
OPERATIONS AND MAINTENANCE, TRUST INDENTURE,
AND FUTURE PROJECT DEVELOPMENT SUPPORT.**

WHEREAS, the Mobility Authority and Atkins North America, Inc., (“Atkins”) are parties to that certain Agreement for General Consulting Civil Engineering Services dated January 4, 2010 (the “Master Contract”); and

WHEREAS, the Executive Director and Atkins have discussed changes to procedures established by the Master Contract that should result in increased efficiency and better oversight of Atkins’ work to support the Mobility Authority’s operations and maintenance, trust indenture requirements, and development of future projects; and

WHEREAS, the Executive Director recommends approval of the proposed Second Amendment to Agreement for General Consulting Civil Engineering Services that is attached to this resolution as Attachment A (the “Proposed Amendment”).

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to finalize and execute the Proposed Amendment in the form or substantially the same form as Attachment A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2012.

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: 12-046
Date Passed: 7/25/2012

Attachment A
Proposed Amendment
(on the following 3 pages)

**SECOND AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
ATKINS NORTH AMERICA, INC.**

This Second Amendment to the Agreement for General Consulting Civil Engineering Services between the Central Texas Regional Mobility Authority (Authority) and Atkins North America, Inc. (formerly Post, Buckley, Schuh & Jernigan, Inc.) (GEC) is made for the purpose of modifying Section 2 and Section 14 of the Agreement for General Consulting Civil Engineering Services (Agreement) between CTRMA and GEC dated January 4, 2010.

The last sentence in Section 2 is deleted in its entirety and hereby replaced with the following:

The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and in connection with the Scope defined in Appendix A.

Section 14 is deleted in its entirety and hereby replaced with the following:

14. WORK AUTHORIZATIONS.

a. **Formal Work Authorizations.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorization. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services

under each Formal Work Authorization shall be computed as described in Section 4. The costs associated with work performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

b. Letter Agreements. Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year. The Authority and GEC will prepare Letter Agreements which will formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Director of Engineering. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

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: _____
Title: _____
Date: _____

GEC:

ATKINS NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____
Date: _____