

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

RESOLUTION NO. 12-047

APPROVE AN AMENDMENT TO THE GEC MASTER CONTRACT WITH HNTB CORPORATION TO PROVIDE CONTINUED OPERATIONS AND MAINTENANCE, TRUST INDENTURE, AND FUTURE PROJECT DEVELOPMENT SUPPORT.

WHEREAS, the Mobility Authority and HNTB Corporation (“HNTB”) are parties to that certain Agreement for General Consulting Civil Engineering Services dated December 23, 2009 (the “Master Contract”); and


WHEREAS, the Executive Director and HNTB have discussed changes to procedures established by the Master Contract that should result in increased efficiency and better oversight of HNTB’s 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: 12-047
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
HNTB CORPORATION**

This Second Amendment to the Agreement for General Consulting and Civil Engineering Services between Central Texas Regional Mobility Authority ("CTRMA") and HNTB Corporation (the "GEC") is made for the purpose of modifying Section 2, Section 14, and Appendix A of the Agreement for General Consulting and Civil Engineering Services between CTRMA and GEC dated December 23, 2009.

The last sentence in Section 2 is hereby modified to:

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 Authorizations. 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. The maximum fee will not 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. The maximum fee will not 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.

Appendix A is deleted in its entirety and hereby replaced with the following:

APPENDIX A

SCOPE OF SERVICES

The services to be performed by the GEC will include, but not be limited to:

1) TRUST INDENTURE OBLIGATIONS

The GEC shall serve as the Authority's "General Engineering Consultant" as defined and set forth in current and future Authority Trust Agreements, perform the responsibilities of the General Engineering Consultant as assigned by the Trust Indenture, the related Bond Resolutions and amending and supplemental resolutions thereto.

2) OPERATIONS & MAINTENANCE SUPPORT

The GEC shall serve to support operations and maintenance activities that may include utility and driveway permitting, reviewing and assessing maintenance and operations issues along Authority facilities as well as performing design related to operations and maintenance.

3) GENERAL PROGRAM SUPPORT

The GEC shall provide general program support which may include: public involvement and communications, technology, cost estimating, budget and schedule projections, procurement services, Board Meeting agenda preparation and assistance with Board Meetings, meeting attendance, assistance coordinating with peer agencies, preparation of reports and studies, sustainability reporting and development, project management and administration.

4) FUTURE PROJECT DEVELOPMENT

The GEC will be a resource to support development of the Authority's Programs and Projects and may include: preparation of environmental documents, planning and feasibility studies, preliminary and final engineering, utility and right-of-way activities, assistance in the preparation of project funding applications, construction oversight and inspection.

DELIVERABLES

Deliverables may include, but not be limited to, the following:

- Miscellaneous Correspondence
- Annual Inspection Report of Conditions
- GEC Annual Report
- Certification of invoices and progress reports
- Reports, exhibits, presentations, and whitepapers as requested
- Documents associated with the Authority’s Board meetings
- Monthly invoices
- Monthly progress reports
- Concept Reports
- Preliminary and Final drafts of proposals, reports, plans and applications
- Driveway and Utility Permit reviews
- Meeting Minutes and Summaries of Stakeholder Meetings
- Public Involvement Information Materials

Additional Scope of Services will be as defined and agreed to by the Authority and GEC in individual Work Authorizations



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**

GEC:

HNTB Corporation

By: _____

By: _____

Name: Mike Heiligenstein

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____