

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

RESOLUTION NO. 16-007

**APPROVING AN AMENDMENT TO THE CONTRACT WITH W.P. ENGINEERING
CONSULTANTS, INC., FOR OPERATION OF THE HERO PROGRAM**

WHEREAS, the Mobility Authority entered into a contract with W.P. Engineering Consultants, Inc., effective July 19, 2010, for safety patrol and related services provided under the Highway Emergency Response Operator program ("HERO Program"); and

WHEREAS, the Texas Department of Transportation has authorized extending the existing Advanced Funding Agreement and increasing the allocated funds to the program.


WHEREAS, the Executive Director and W.P. Engineering Consultants, Inc. have agreed to an Amendment No. 6 to the July 19, 2010 contract to continue the HERO Program, increasing the contract amount by \$805,000 to a total of \$7,265,000, and extending the term to September 30, 2016.

WHEREAS, the Executive Director recommends approval of the proposed amendment, a copy of which is attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract amendment with W.P Engineering Consultants, Inc., in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Willkerson
Chairman, Board of Directors

Exhibit 1

**AMENDMENT NO. 6 TO
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
W.P. ENGINEERING CONSULTANTS, INC.**

This Amendment No. 6 to the “Agreement for Highway Emergency Response Operator (“HERO”) Patrol Services” (“Amendment”) by and between the Central Texas Regional Mobility Authority (“Mobility Authority”) and W.P. Engineering Consultant (“Contractor”) is entered into effective as of February 29, 2016.

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the “Contract”) and Amendment No. 5 dated effective April 30, 2014, wherein the Mobility Authority amended the maximum amount payable under the Contract to \$6,460,000 and extended the term of the Contract for all purposes until February 28, 2016;

WHEREAS, the Mobility Authority expects to amend the current “Advanced Funding Agreement” for the HERO Program between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012, and will be able to fund the Contract up to a maximum amount of \$7,265,000 and extend the Contract to September 30, 2016;

WHEREAS, the Mobility Authority and the Contractor desire to extend the amount of the contract to a maximum of \$7,265,000; and

WHEREAS, the Mobility Authority and the Contractor desire to extend the term of the Contract for all purposes until September 30, 2016.

NOW, THEREFORE, the Mobility Authority and the Contractor agree to the following:

Section 2(A) of the Contract is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$7,265,000. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$7,265,000; *provided however*, that to the extent Contractor performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Mobility Authority, such services will not be subject to the maximum amount payable hereunder.

This Agreement shall terminate on September 30, 2016, unless:

- i. before a termination date established under this section, an earlier termination date is provided by Mobility Authority in a written notice from the Authority to Contractor that no additional HERO program funding is available under that certain “Non-Construction Advance Funding Agreement for a Surface Transportation Program: Metropolitan Mobility” between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

Except as specifically provided in this Amendment, all other terms and conditions of the Contract, as amended, are acknowledged and reaffirmed by the parties hereto and remain in effect without change. If a provision of this Amendment conflicts with a provision of the Contract, the provision of this Amendment shall control.

This Amendment is executed by the parties effective as of February 29, 2016, for all purposes.

“Contractor”

“Mobility Authority”

W.P. Engineering Consultants, Inc.

Central Texas Regional Mobility Authority

By: _____
Wayne Freise, President

By: _____
Mike Heiligenstein, Executive Director

Date: _____

Date: _____