

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE NORTH EAST TEXAS
REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 16-45

WHEREAS, the North East Texas Regional Mobility Authority ("NET RMA") was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Titus, Van Zandt, Wood, and Kaufman joined the Authority and are represented on the Board of Directors; and

WHEREAS, in Resolution No. 14-22, dated July 15, 2014, the NET RMA Board of Directors selected CDM Smith to serve as one of the firms to provide traffic and revenue engineering services to the NET RMA and authorized the Interim Executive Director to negotiate, finalize, and execute an agreement with CDM Smith for the provision of such services; and

WHEREAS, CDM Smith has developed a proposed scope of services and budget for continued data collection support, for an amount not to exceed \$150,000; and

WHEREAS, a copy of that proposed scope of services and budget is contained in Work Authorization No. 3.0, attached hereto as Attachment "A"; and

WHEREAS, the Board of Directors must approve Work Authorization No. 3.0 before CDM Smith may proceed to work thereunder; and

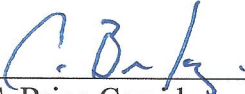
WHEREAS, CDM Smith has represented to the Board of Directors that the work reflected in Work Authorization No. 3.0 is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the NET RMA hereby approves Work Authorization No. 3.0 with CDM Smith for continued data collection support in the form attached hereto as Attachment "A", for an amount not to exceed \$150,000; and

BE IT FURTHER RESOLVED, that all work performed under Work Authorization No. 3.0 shall be subject to the Agreement between the NET RMA and CDM Smith and that no additional work may be undertaken without the specific approval of the Board of Directors.

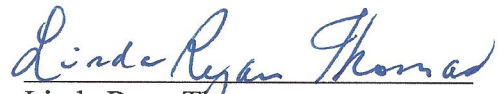
Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 10th day of May, 2016.

Submitted and reviewed by:



C. Brian Cassidy
General Counsel for the North East
Texas Regional Mobility Authority

Approved:



Linda Ryan Thomas
Chair, Board of Directors
Resolution Number 16-45
Date Passed 05/10/16

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 3

This Work Authorization is made as of this **10th** day of **May, 2016**, under the terms and conditions established in the AGREEMENT FOR TRAFFIC AND REVENUE ENGINEERING SERVICES, dated as of **December 1, 2014** (the "Agreement"), between the North East Texas Regional Mobility Authority ("Authority") and CDM Smith ("Consultant"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Toll 49 Traffic and Toll Revenue Technical Support

Section A. - Scope of Services

A.1. Consultant shall perform the Services included in Exhibit B (attached). The services described in Exhibit B will be requested and approved by the Authority on an as needed basis. The Consultant will not perform any services without the prior written approval of the Authority in the form of a Notice to Proceed.

A.2. The following Services are not included in this Work Authorization, but shall be provided under a new Work Authorization or a Supplemental Work Authorization:

- Additional support beyond the limited technical support as outlined under Task 2.

A.3. In conjunction with the performance of the foregoing Services, Consultant shall provide the following submittals/deliverables (Documents) to the Authority:

- Technical memorandum summarizing the analyses completed.
- Electronic file of the memorandum and supporting spreadsheet files.

Section B. - Schedule

Consultant shall perform the Services and deliver the related Documents (if any) according to the Schedule provided in Exhibit C.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant the amount not to exceed **\$150,000.00**. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to Consultant according to the terms of a future Work Authorization.

C.3. The Consultant will provide the Authority with a summary of the budget expended with each invoice.

C.4. The Consultant will alert the Authority if and when any miscellaneous assignments may exceed the not to exceed amount included in Part C.1 of this Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the Consultant:

- Provide data as noted in Exhibit A.
- Conduct timely reviews of draft submissions and provide comments to finalize the submissions.

Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the attached Exhibit A.

Section E. - Other Provisions


The Parties agree to the following provisions with respect to this specific Work Authorization:

Reliance on Data: The Consultant may rely upon the data and the accuracy and completeness of information provided (both written and oral) by the Authority and the Authority's consultants.

Disclaimers:

- (a) Consultant is not recommending an action to the municipal entity;
- (b) Consultant is not acting as an advisor to the municipal entity and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity with respect to the information and material contained in this work authorization and produced per the requirements of Exhibit B; and
- (c) The Authority should discuss any information and material contained in this work authorization and produced per the requirements of Exhibit B with any and all internal or external advisors and experts that the Authority deems appropriate before acting on this information or material.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: North East Texas Regional
Mobility Authority
By: Everett M. Owen, P.E.
Signature: 
Title: Interim Executive Director
Date: May 10, 2014

Consultant: CDM Smith
By: Randall C. Redmond, P.E.
Signature: _____
Title: Client Service Leader
Date: _____

EXHIBIT A
SERVICES TO BE PROVIDED BY
THE
NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (Authority)

The Authority shall furnish or assist CDM Smith (Consultant) in obtaining the following items and services:

1. The 2040 Metropolitan Transportation Plan for the Tyler region within which the project is located, and the anticipated changes to the plan that will need to be incorporated into the analysis.
2. The 2040 Tyler Area Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP) travel demand model databases (working model files).
3. The design schematics of the proposed extension of the Toll 49 toll road that show:
 - a. termini,
 - b. major thoroughfares near to or intersecting with the project
 - c. number of lanes, and
 - d. possible points of access for all scenarios to be tested
4. The facility implementation program (project phasing) where applicable.
5. The preliminary conceptual toll schematic design/ramp configuration to be implemented for the facility alternatives.
6. The most recent traffic data collected within the region.
7. A description of the business terms and tolling policies to incorporate into the project where applicable.
8. A list of sensitivity scenarios to be analyzed as part of the study.
9. Actual monthly transactions and toll revenue reports generated by the Authority.
10. Daily number of transactions and revenue by gantry, by vehicle class (passenger car and commercial vehicle), and by payment type (ETC vs. Video).
11. Monthly reports summarizing information such as ITOLL transactions and other variables related to Pay-by-Mail method.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
Toll 49 Traffic and Toll Revenue Technical Support

The following scope of services is to be authorized on an as needed basis:

Task 1: Prepare Traffic and Revenue Monitoring Reports

This task will cover basic services for the development of the traffic and revenue monitoring summary reports for the Authority's Toll 49 corridor as requested by the Authority. These traffic and revenue monitoring reports will reflect recent trends on the Toll 49 System and changes in the local and regional economy that may influence the short-term outlook for the Toll 49 System's revenue potential. Consultant will monitor actual monthly transactions and toll revenue reports generated by the Authority and compare these to monthly forecasts. The daily number of transactions and revenue by gantry, by vehicle class (passenger car and commercial vehicle), and by payment type (ETC vs. Video) will be used to observe trends and to identify significant deviations from the previously forecasted revenue. The Authority will also provide monthly reports summarizing information such as ITOLL transactions and other variables related to Pay-by-Mail method. A general assessment of the monthly reports summarizing information such as ITOLL transactions and other variables related to Pay-by-Mail method will be undertaken and macroscopic trends will be reviewed. One annual certification will be provided, if requested by the Authority. The Consultant will provide a draft report and a final report incorporating the Authorities comments for each report developed as a deliverable under a NTP.

Task 2: Provide Assistance with Miscellaneous Technical Requests

Throughout the authorized period, the Authority may require CDM Smith to provide assistance for the upcoming bond sale, perform miscellaneous traffic and revenue services and/or participate in routine technical meetings that may be warranted to support ongoing operations of the Authority. This task is intended to cover such routine requests for services.

EXHIBIT C

WORK SCHEDULE

The Consultant is prepared to initiate services immediately upon receipt of notice-to-proceed (NTP). A schedule will be developed for the work authorized by each NTP.

All work assignments authorized by NTP under this Work Authorization No. 3 must be completed on or before December 31, 2017.