

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

RESOLUTION NO. 17-18

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, on March 26, 2013, in Resolution 13-13, the NET RMA Board of Directors approved the selection of RS&H to serve as one of the general engineering consultants ("GEC") to the NET RMA and authorized the Chairman to execute an agreement with RS&H for the provision of general consulting civil engineering services; and

WHEREAS, on March 17, 2017, the NET RMA identified the IOC Company as the lowest responsible bidder for the construction of safety improvements on Toll 49 from IH 20 to SH 110, Segments 1, 2, 3A, 3B, and 5 (the "Toll 49 Improvement Project"); and

WHEREAS, RS&H has developed a proposed scope of services and a budget of \$752,661.51 for construction engineering and inspection services for the Toll 49 Improvement Project; and

WHEREAS, a copy of that proposed scope of services and budget is contained in Work Authorization No. 17.0, attached hereto as Attachment "A"; and

WHEREAS, the Board of Directors must approve Work Authorization No. 17.0 before RS&H may proceed to work thereunder; and

WHEREAS, RS&H has represented to the Board of Directors that the work reflected in Work Authorization No. 17.0 is necessary and appropriate.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Work Authorization No. 17.0 in the form attached hereto as Attachment "A", for an amount not to exceed \$752,661.51; and


BE IT FURTHER RESOLVED, that all work performed under Work Authorization No. 17.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the NET RMA and RS&H 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 11th day of April, 2017.

Submitted and reviewed by:

Approved:


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


Linda Ryan Thomas
Chair, Board of Directors
Date Passed 04/11/17

ATTACHMENT A

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 17

This Work Authorization is made as of this 11th day of April, 2017 under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of June 1, 2013 (the "Agreement"), between the North East Texas Regional Mobility Authority ("Authority") and RS&H, Inc. ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Construction Engineering and Inspection for the Toll 49 IH 20 to SH 110 (Segments 1, 2, 3a, 3b, 5) Improvement Project.

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

As described in Attachment A

A.2. the following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority:

N/A

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

Deliverables will be determined once the specific direction and assignments are made by the Interim Executive Director.

Section B. - Schedule

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

To be determined once specific assignments are made.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$752,661.51 based on the actual rates times the contract multiplier for the staff utilized to perform the required tasks. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future 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 GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

To be determined once specific assignments are made under A.3.

Section E. - Other Provisions

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

N/A

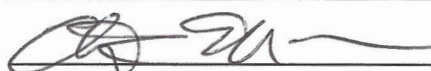
Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: North East Texas Regional
Mobility Authority

GEC: RS&H, INC.

By: Chris Miller

By: Douglas D. Geiger, PE

Signature: 

Signature: 

Title: Exec. Director

Title: Senior Vice President

Date: 4-11-17

Date: 04/17/2017