

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) previously selected Atkins North America, Inc. as a general engineering consultant (GEC) to the CRRMA for the provision of various engineering and other consultant services to the CRRMA on an as-needed basis; and

WHEREAS, the CRRMA and its GEC have entered into Work Authorizations No. 26 and 26.1, whereby the GEC was to provide the CRRMA with various services related to the implementation of the Streetcar Project; and

WHEREAS, project funds remain and after coordination with the City of El Paso, the CRRMA has determined the best use of the remaining project funds would be for the procurement and implementation of a Supervisory Control and Data Acquisition (SCADA) System for the now-operational Streetcar program.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director be authorized to execute **Work Authorization No. 26.2** with Atkins North America, Inc., including any additional documents or materials as may be required, for the implementation and oversight of a Supervisory Control and Data Acquisition (SCADA) System for the El Paso Streetcar Project.

PASSED AND APPROVED THIS 8TH DAY OF MAY 2019.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 26.2

This **Work Authorization No. 26.2** is made as of this _____ day of _____, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 24, 2015, (the “Agreement”), between the Camino Real Regional Mobility Authority (“Authority”) and Atkins North America, Inc. (“GEC”). This **Work Authorization No.26.2** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC previously entered **Work Authorization No. 26** and **Work Authorization No. 26.1** for the provision of program management services from the GEC to the Authority through the procurement phase of the El Paso Streetcar Project (the “Project”). The Authority is currently completing the construction phase of the Project. Accordingly, this **Work Authorization No. 26.2** intends to supplement the prior Work Authorizations by extending the term of services and adding the scope required for the construction phase of the Project. The services contemplated within this **Work Authorization No.26.2** include over services required through the bidding, installation, and testing of a SCADA system for the Project.

Therefore, and in consideration of the mutual covenants and agreement between the parties, the Authority and GEC hereby agree to the following.

Section A. – Scope of Services

The GEC shall provide general engineering support, bidding and procurement documents, and related services to the Authority pursuant to and in accordance with **EXHIBIT “A”** to this **Work Authorization No. 26.2**, which is attached hereto and incorporated herein for all purposes.

Section B. - Schedule

The GEC shall commence the performance of the services required by **EXHIBIT “A”** upon the execution of this **Work Authorization No. 26.2**.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 26.2**, the Authority shall pay to the GEC an amount not to exceed NINETY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR AND 43/100 DOLLARS (\$95,634.43), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated May 8, 2019. Compensation shall be made in accordance with the Agreement. Invoices shall be provided by the GEC in accordance with **EXHIBIT “C”**, which is attached hereto and incorporated herein for all purposes.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

Authority: Camino Real Regional Mobility
Authority

GEC: Atkins North America, Inc.

Signature: _____
By: Raymond L. Telles
Title: Executive Director
Date: _____

Signature: _____
By: _____
Title: _____
Date: _____

**CAMINO REAL RMA
EXHIBIT A
WORK AUTHORIZATION NO. 26.2**

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 26.2** covers the services requested of the GEC related to the El Paso Streetcar Project (the Project). The services contained herein are in support of the Authority’s development of the Project from execution of this work authorization through the closeout and commissioning of the Project. This **Work Authorization No. 26.2** is to supplement Work Authorization 26.1 previously authorized by the Authority related to the startup and testing of the Project through the construction phase. The services requested herein will allow the GEC to continue to provide Program Management, Oversight, and Procurement services for design, bid review, procurement, installation, and testing of a SCADA system.

Construction Oversight Services

The GEC will provide professional services associated with oversight including the construction engineering and inspection and testing in accordance with the Interlocal Agreement between the CRRMA and City of El Paso (COEP). The GEC will provide qualified technical and professional personnel to perform these services including LGPP certified personnel. The GEC shall not interfere with the vendor's work effort or productivity. Construction oversight by the GEC will not relieve the vendor of sole responsibility for the means and methods of the construction of the Project.

In performing this task, the GEC shall not direct, manage, or control the vendor's work activities. Construction oversight efforts will focus on coordination with the vendor's construction process to provide monitoring and oversight of reasonable compliance with contract obligations, sound engineering practices and regulatory requirements. The following tasks are included:

1. Task 1 – Development of Performance Requirements and Procurement

- a. Development of performance requirements
 - Typical drawings for equipment
 - Baseline schedule
 - Performance specifications for radio and SCADA
 - Identify base bid items and additive alternate packages
 - Preparation of engineer’s estimate
- b. Procurement Services
 - Prepare bid package including commercial terms and technical requirements
 - Procurement services
 - Bid review
 - Vendor schedule review

2. Task 2 - Project and Construction Management

- a. Oversight of installation
- b. Project administration
- c. On-site inspection of testing
- d. Test reports
- e. Record keeping
- f. Project manager
- g. Design services during construction
- h. Weekly updates
- i. RFI and submittal review and response
- j. Budget and cost management

3. Task 3 - Project Closeout Services

- a. Verification of documentation for contract requirements adherence
- b. As-Built drawings
- c. Testing Summary
- d. Construction records closeout
- e. Final pay estimate

4. Task 4 - Project Controls and Other Costs

- a. Prepare monthly invoices for the project including a progress report for the work completed the previous period.
- b. Verification of documentation for contract requirements adherence
- c. Vehicle
- d. Travel expenses

5. ASSUMPTIONS**a. 90 Day Equipment Availability**

The selected vendor will have radio and 900MHz equipment available within 90 days of issuance of a notice to proceed for installation and testing.

b. Schedule

The Work Authorization assumes an 8-month period for development of procurement documents, procurement and installation. If the Vendors' schedule is delayed beyond reasonable expectations, the budget provided in Exhibit B may not cover all GEC project expenses and a supplemental work authorization maybe required.

c. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for establishing the not to exceed budget for this work authorization.

[END OF EXHIBIT]

5/8/2019

FEE ESTIMATE SUMMARY

**Work Authorization No 26.2
El Paso Streetcar SCADA**

<u>TASK</u>		<u>TOTAL</u>
TASK 1A Development of Performance Requirements	\$	24,691.53
TASK 1B Procurement Services	\$	19,608.40
TASK 2 Project and Construction Management	\$	37,593.51
TASK 3 Project Closeout Services	\$	3,318.95
TASK 4 Project Controls	\$	3,547.04
Other Costs	\$	6,875.00
	TOTAL \$	95,634.43

GEC
 El Paso Streetcar Project
 Work Authorization #26 Supplemental #2
 Itemized Fee Schedule

5/8/2019

Month #	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars

TASK 1A DEVELOPMENT OF REQUIREMENTS

Project Supervision	8								\$100.17	\$288.92	8	\$2,311.39
Project Manager	60								\$91.82	\$264.84	60	\$15,890.38
Project Engineer	60								\$37.50	\$108.16	60	\$6,489.76
										\$0.00	0	\$0.00
											Sub-Total	\$24,691.53

TASK 1B PROCUREMENT SERVICES

Project Supervision		4	4						\$100.17	\$288.92	8	\$2,311.39
Project Manager		12	12						\$91.82	\$264.84	24	\$6,356.15
Project Engineer		12	12						\$37.50	\$108.16	24	\$2,595.90
Project Engineer		20	20						\$46.09	\$132.94	40	\$5,317.56
Project Administrator		20	20						\$26.24	\$75.68	40	\$3,027.40
											Sub-Total	\$19,608.40

TASK 2 CONSTRUCTION MANAGEMENT

Project Supervision				2	2	2	2	2	\$100.17	\$288.92	10	\$2,889.24
Project Manager				4	4	8	4	4	\$91.82	\$264.84	24	\$6,356.15
Project Senior Engineer				8	20	40	16	8	\$90.00	\$259.59	92	\$23,882.30
Project Engineer				24	20	8	8	8	\$37.50	\$108.16	68	\$7,355.06
											Sub-Total	\$37,593.51

TASK 3 PROJECT CLOSEOUT

Project Supervision								4	\$100.17	\$288.92	4	\$1,155.70
Project Engineer								20	\$37.50	\$108.16	20	\$2,163.25
										\$0.00	0	\$0.00
											Sub-Total	\$3,318.95

TASK 4 PROJECT CONTROLS

Project Engineer	2	2	2	2	2	2	2	2	\$37.50	\$108.16	16	\$1,730.60
Document Control	3	3	3	3	3	3	3	3	\$26.24	\$75.68	24	\$1,816.44
											Sub-Total	\$3,547.04

Other Direct Costs

									Rate	Sum	Total	
Vehicle #1			0.25	0.25	0.25	0.25	0.25		\$1,100.00	1.25	\$1,375.00	
Travel			1.00	1.00	1.00	1.00	1.00		\$1,100.00	5.00	\$5,500.00	
											Sub-Total	\$6,875.00

Task 1	\$44,299.93
Task 2	\$37,593.51
Task 3	\$3,318.95
Task 4	\$10,422.04
TOTAL	\$95,634.43

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 26.2

Invoice Reimbursement Checklist

Direct Labor/Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: Authority will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket “reissue fee” is reimbursable only if the change was at Authority’s request or change in meeting because of Authority.

Personal Automobile Mileage: Up to the state approved rate of **57.5 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$92.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$46.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$12.00 and Dinner \$26.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by Authority. A log is

preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

[END OF EXHIBIT]