

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) selected a general engineering consultant (GEC) for the provision of various engineering and other consultant services to the CRRMA;

WHEREAS, the CRRMA, the Village of Vinton, Texas (Vinton), and the County of El Paso (County) are partners in the Regional Mobility Strategy 2020 (RMS 2020), which includes the development of the Valley Chile Road Project (Project);

WHEREAS, Vinton and the County have agreed to: (1) jointly fund the local match required to access the federal funds for design services for the Project; and, (2) utilize the CRRMA for the management of such design services; and

WHEREAS, the CRRMA and its GEC now desire to execute a new work authorization in order for the GEC to provide design oversight, procurement and associated support to the CRRMA as may be required for the development of design plans for the Project.

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

THAT the Executive Director be authorized to execute **Work Authorization No. 40** with Atkins North America, Inc. (formerly known as Post, Buckley, Schuh, and Jernigan, Inc. (PBS&J)), including any additional documents or materials as may be required, for the provision of design oversight, procurement and associated services necessary for the completion of design plans for the Valley Chile Road Project.

PASSED AND APPROVED THIS 26TH DAY OF AUGUST 2020.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles, Executive Director

WORK AUTHORIZATION NO. 40

This **Work Authorization No. 40** (“Work Authorization”) is made as of this ____ day of _____, 2020, 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 is made for the purposes identified below, consistent with the services defined in the Agreement.

Through this Work Authorization No. 40, the GEC will provide design oversight and support services for the completion of design plans necessary for the Valley Chile Road Project. The terms and compensation for this Work Authorization No. 40 are more fully enumerated herein.

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 and related services to the Authority pursuant to and in accordance with **EXHIBIT “A”** to this Work Authorization, which is 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.

Section C. - Compensation

In return for the performance of the obligations identified within this Work Authorization, the Authority shall pay to the GEC an amount not to exceed ONE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED EIGHTY SEVEN AND 23/100 DOLLARS (\$167,987.23), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated August 26, 2020. 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. 40

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this Work Authorization No. 40 covers the services requested of the GEC for program management, administration and oversight of professional services contracts for engineering services (the “Engineer”), and the preparation of letting package for the following Village of Vinton Project:

- i. Valley Chile Rd. from Doniphan Dr. to S. Desert Blvd.

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC.

1. TASK 1 - PROGRAM MANAGEMENT

The GEC will provide staff to administer, manage, review, and coordinate development of the Valley Chile Rd. Project. This staff will represent the Authority’s interest as defined in any individual project agreements entered into by the Authority and another party. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of project staffing. Activities in this task include:

a. Program Scheduling and Cost Estimating

The GEC shall update program cost estimates. Completion of this Task shall include a complete review of all available data on the Valley Chile Rd. Project provided by Village of Vinton. Estimate will include probable costs for the completion of the project, including but not limited to:

- Preliminary Engineering;
- Schematic Design;
- Environmental Approvals;
- Final Engineering (PS&E);
- Right-of-way Acquisition;
- Utility Relocations;
- Environmental Compliance/Mitigation;
- Procurement;
- Construction;
- Construction Management and Oversight;
- Testing;
- Inflation; and
- Other Services as Deemed Necessary.

Upon completion of this evaluation, an approach will be developed for the implementation of the Valley Chile Rd. Project. A Master Program Schedule will be prepared that will show critical activities and milestones for the Project. The following major tasks will be included:

- Schematic Design;
- Environmental Approval;
- Final Engineering (PS&E)
- Right-of-Way Acquisition;
- Utility Relocation;
- Permits; and
- Construction Letting.

b. Project Reporting

- Prepare and issue monthly reports on the status of the Valley Chile Rd. Project, which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Assist in the development of any reports required of the Authority by Village of Vinton, TxDOT or other stakeholders.
- Track, monitor, and prepare reports on DBE/HUB utilization for Engineer's DBE/HUB program, if required.

c. Project Meetings & Documentation

Facilitate the following project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Bi-weekly Valley Chile Rd. Project stakeholder coordination meetings
- Project Progress Meetings
- Issue Resolution Meetings

d. Project Agreement Support

The GEC shall support the Authority as requested with the development of project agreements necessary for the implementation and completion of the Valley Chile Rd. Project. Such support could include assisting and coordinating with Authority staff, financial advisors, and others to develop project agreements.

e. Document Controls

- Develop and implement a document control plan.
- Maintain project files for the duration of the Valley Chile Rd. Project.
- Transfer program files to the Authority and/or the Village of Vinton upon completion of the work or as directed by the Authority.
- Assist Engineer with compiling and maintaining technical support data.

2. TASK 2 - MANAGEMENT OF ENGINEERING SERVICES

This will include the work required to administer the CRRMA's professional services consultant contract(s) with the Engineer(s) for the engineering services on the Valley Chile Rd. Project.

a. Project Coordination

- Coordinate the details of and participate in project kick-off meetings

- Work with the Authority, Village of Vinton, TxDOT, Engineer, El Paso County, third party consultants, utility companies, and public agencies to coordinate project development
- b. Project Management Plan (PMP)**
Review and comment on the Engineer's PMP, components of which will include:
- Project administration
 - Design quality management plan
 - Communications management
 - Document controls
- c. Administration**
- Review and report on the Engineer's submittals of records and reports as required for the Project by Village of Vinton, TxDOT and/or FHWA
 - Report project progress and issues in a timely manner.
 - Review, monitor, and report on Engineer's project schedule
 - Maintain accurate records of the costs involved in potential change order work. These records will include labor times in the portion of the work in dispute.
- d. Design Criteria**
The GEC will work with the Engineer to establish the design criteria to be used by the design team in the production of the deliverables.
- e. Schematic Development**
The GEC will oversee the schematic plan development. Variances from the configuration will be tracked and resolved through the resolution meetings. The GEC will identify opportunities for changes to the schematic to accommodate project goals. These opportunities will be coordinated with the Engineer, Authority, Village of Vinton, and other project stakeholders.
- f. Production Schedule**
The GEC will work with the Engineer to understand the design submittal schedule and provide GEC staffing levels to accommodate the Engineer's proposed design production schedule. The Engineer's production schedule will be coordinated with the Authority, and Village of Vinton to keep project stakeholders informed of key milestone dates and design review schedules.
- g. Work Group Meetings**
The GEC will attend the Engineer's design work group meetings. In these meetings, the GEC will stay informed of design development issues and provide guidance to the Engineer when required.
- h. Design Reviews**
After a design submittal has been through the Engineer's design quality control and the design quality assurance reviews, the GEC will perform a design quality oversight review. This review will:
- Audit records to verify compliance with the approved design criteria
 - Audit design to confirm all previous review comments have been incorporated
- The GEC will work with the Authority and the Village of Vinton to determine the project's required design reviews, which could include:
- Design Summary Report
 - 30%, 60%, 90% and 100% schematic plan

- Cost Estimate
- Geopak and MicroStation .DGN files for schematic
- Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics
- 30%, 60%, 90% and 100% PS&E

Other design reviews may include:

- Over the shoulder reviews
- Request for information (RFI) submittals

3. TASK 3 – CONSTRUCTION LETTING

The GEC will provide professional services associated with procurement in accordance with the project agreements. The GEC will provide qualified technical and professional personnel to perform this task. The GEC shall support the Authority as necessary with the development of an approach for the construction letting for the Valley Chile Rd. Project, including identification and preparation of documents necessary for such letting.

The following activities are included:

- Evaluation of CRRMA, Village of Vinton, and TxDOT procurement policies and procedures
- Developing letting schedule
- Packaging of the construction letting documents
- Management of letting process
- Coordination with Village of Vinton, with the Authority, TxDOT, Authority legal counsel, and other stakeholders
- Review and assistance in evaluation of the response to letting package

4. ASSUMPTIONS

a. Services Provided by Others

This work authorization assumes the following activities will be provided by others, have already occurred, or will occur in the future:

- Environmental documents
- Preliminary design services to produce schematic design (the Engineer's scope)
- PS&E (the Engineer's scope)
- ROW acquisition
- ROW mapping revisions/updates necessitated by design (the Engineer's scope)
- Utility design
- Utility Agreements (this is envisioned, as required, in future CE&I work authorization)
- Geotechnical investigations and recommendations (the Engineer's scope)
- Any and all hazardous material mitigation
- Construction Engineering and inspection and material testing (this is envisioned in future project specific CE&I work authorizations)

b. Construction Schedule

This work authorization assumes the project schedules will follow a reasonably normal project development schedule. If the Engineer's services or the letting schedules are delayed beyond reasonable expectations, the budget provided in Exhibit B may not cover all project development expenses.

c. Funding Source

This work authorization assumes the Valley Chile Rd. Project is funded entirely from Local, State, and Federal funds.

d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization. The actual rates used will be in accordance with Section 4, Compensation in the Agreement.

[END OF EXHIBIT]

FEE ESTIMATE SUMMARY

EXHIBIT B**August 26, 2020**

**Valley Chile Rd.
Work Authorization #40**

<u>TASK</u>	<u>TOTAL</u>
TASK 1 PROGRAM MANAGEMENT	\$ 57,367.22
TASK 2 MANAGEMENT OF ENGINEERING SERVICES	\$ 71,197.61
TASK 3 CONSTRUCTION LETTINGS	\$ 35,934.90
Other Direct Costs	\$ 3,487.50
TOTAL	\$ 167,987.23

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 40
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/Village of Vinton 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.