

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the Village of Vinton, Texas partnered on the development of the Valley Chile Road Reconstruction Project (Project), with the CRRMA agreeing to provide design and construction oversight and management services as necessary for the completion of the Project; and

**WHEREAS**, the design services are complete, the CRRMA has selected a construction contractor, and the Project has now advanced to the construction phase; and

**WHEREAS**, the CRRMA wishes to utilize its general engineering consultant (GEC) to provide certain construction phase services, which necessitates an amendment to the existing work authorization for the Project between the CRRMA and its GEC.

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

**THAT** the Executive Director be authorized to execute **Amendment No. 2 to Work Authorization No. 40** with AtkinsRéalis USA Inc. (formerly known as Atkins North America, Inc.), including any additional documents or materials as may be required, for the provision of certain construction phase services for the Valley Chile Road Reconstruction Project.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2025.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

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Joyce A. Wilson, Chair

**ATTEST:**

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Lina Ortega  
Board Secretary

**APPROVED AS TO CONTENT:**

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Raymond L. Telles  
Executive Director

## **WORK AUTHORIZATION NO. 40**

### **AMENDMENT NO. 2**

This **Amendment No. 2** to **Work Authorization No. 40** is made as of the last date noted below (the “Amendment”), 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 AtkinsRéalis USA Inc. (formerly known as Atkins North America, Inc. (“GEC”). This Amendment is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC previously executed **Work Authorization No. 40**, which was subsequently amended, for the GEC to provide certain ROW and design oversight and support services for the Valley Chile Road Reconstruction Project (“Project”). This **Amendment No. 2** is intended to further supplement **Work Authorization No. 40** to allow the GEC to also provide certain construction phase services for the Project. The terms and additional compensation for this Work Authorization 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 additional general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT A-2** to this Amendment, which is attached hereto and incorporated herein for all purposes.

#### **Section B. – Schedule**

The GEC shall commence the performance of the additional services contemplated herein, upon execution of this Amendment.

#### **Section C. – Compensation**

In return for the performance of the additional services requested herein, the Authority shall pay to the GEC an additional not to exceed amount of EIGHT HUNDRED TWENTY-EIGHT THOUSAND TWENTY-THREE AND 12/100 DOLLARS (\$828,023.12), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT B-2**. Accordingly, the total not to exceed amount from **Work Authorization No. 40**, **Amendment No. 1**, and this **Amendment No. 2** shall be ONE MILLION ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SIXTY-THREE AND 67/100 DOLLARS (\$1,126,363.67). Compensation shall be made in accordance with the Agreement. Invoices shall continue to be provided by the GEC in accordance with **EXHIBIT C** of **Work Authorization No. 40**.

[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: AtkinsRéalís USA Inc.

|            |                           |            |       |
|------------|---------------------------|------------|-------|
| Signature: | _____                     | Signature: | _____ |
| By:        | <u>Raymond L. Telles</u>  | By:        | _____ |
| Title:     | <u>Executive Director</u> | Title:     | _____ |
| Date:      | _____                     | Date:      | _____ |

**EXHIBIT A-2**  
**SERVICES TO BE PROVIDED BY THE GEC**

**INTRODUCTION**

The scope of this **Amendment No. 2** to **Work Authorization No. 40** covers the services requested of the GEC associated with the construction engineering, inspection, and testing for the Project. At the completion of this scope of services, the GEC will provide construction records documenting the adherence by the construction contractor to the required plans and specifications of the construction contract for the Valley Chile Road Reconstruction Project.

**CONSTRUCTION OVERSIGHT SERVICES**

The GEC will provide professional services associated with construction oversight including the construction engineering and testing in accordance with the Interlocal Agreement among the Authority and Village of Vinton. The GEC will provide qualified technical and professional personnel to perform these services including LGPP certified personnel. The GEC shall not interfere with the Contractor's work effort or productivity. Construction oversight by the GEC will not relieve the Contractor 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 Contractor's work activities. Construction oversight efforts will focus on coordination with the Contractor'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 - Construction Project Management**

- Authority and County status updates;
- Construction schedule meetings & review;
- Daily construction oversight and reporting;
- Daily work report preparation and submittal;
- Construction records management;
- Review, inspection, and reporting of Contractor Traffic control plan;
- Attend project meetings and meeting minutes review;
- Contractor draw requests preparation (in addition, assist the County in preparing estimates prior to sending to TxDOT) and review;
- Change orders preparation and review;
- RFI's and NDC's review and processing;
- Materials acceptance testing and reporting;
- Inspection and reporting of installed work;
- Material on hand processing;
- Material submittal review and approval;
- Maintain correspondence log; and
- Maintain received items log.
- Assist with Open House

**2. Task 2 – Project Closeout Services**

- Verification and documentation of contract requirements adherence;
- TDLR coordination;
- As-Built drawings;

- Material Testing Summary;
- Construction records closeout; and
- Final estimate.

### 3. Task 3 – Project Controls

- Prepare monthly invoices for the project including a progress report for the work completed the previous period.

## 4. ASSUMPTIONS

### a. Services Provided by Others

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

- SWPPP documents by contractor;
- All hazardous material mitigation; and
- Construction.

### b. Schedule

The Work Authorization assumes a 23-month project schedule. If the Contractor's schedule is delayed beyond reasonable expectations, the budget provided in **EXHIBIT B-2** may not cover all GEC project expenses and a supplemental work authorization maybe required.

### c. Funding Source

This work authorization assumes the construction activities are funded in part by Federal funds and Village of Vinton funds.

### d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in **EXHIBIT B-2** 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.

### e. Invoices

GEC invoices shall be provided in accordance with **EXHIBIT C** of Work Authorization No. 40.

**[END OF EXHIBIT]**

**EXHIBIT B-2****FEE ESTIMATE SUMMARY**

**Valley Chile Rd Reconstruction**  
**Work Authorization No. 40**  
**Amendment #2**  
**Construction Engineering, Inspection and Testing**

| <u>TASK</u>                                       | <u>TOTAL</u>         |                      |
|---|----------------------|----------------------|
|   | <u>VINTON</u>        | <u>EP WATER</u>      |
| TASK 1 CONSTRUCTION PROJECT MANAGEMENT (VINTON)   | \$ 292,099.59        |                      |
| TASK 1 CONSTRUCTION PROJECT MANAGEMENT (EP WATER) |                      | \$ 182,942.49        |
| TASK 2 PROJECT CLOSEOUT SERVICES (VINTON)         | \$ 4,147.82          |                      |
| TASK 2 PROJECT CLOSEOUT SERVICES (EP WATER)       |                      | \$ 2,488.69          |
| TASK 3 PROJECT CONTROLS (VINTON)                  | \$ 5,972.42          |                      |
| TASK 3 PROJECT CONTROLS (EP WATER)                |                      | \$ 1,493.11          |
| Other Direct Costs (VINTON)                       | \$ 272,550.00        |                      |
| Other Direct Costs (EP WATER)                     |                      | \$ 66,329.00         |
| <b>TOTAL</b>                                      | <b>\$ 574,769.83</b> | <b>\$ 253,253.29</b> |
| <b>TOTAL COMBINED</b>                             | <b>\$828,023.12</b>  |                      |

**[END OF EXHIBIT]**