

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

RESOLUTION NO. 17-55

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 Atkins North America (“Atkins”) to serve as one of the general engineering consultants (“GEC”) to the NET RMA and authorized the Chairman to execute an agreement with Atkins for the provision of general consulting civil engineering services; and

WHEREAS, the NET RMA is currently pursuing the development of Segment 6 of Toll 49; and

WHEREAS, Atkins has developed a proposed scope of services and budget for environmental impact statement review services and project management services on Segment 6 of Toll 49, for an amount not to exceed \$699,190.46; and

WHEREAS, a summary of the proposed scope of services and budget to be incorporated in Work Authorization No. 18.0 is attached hereto as Attachment “A”; and

WHEREAS, the Board of Directors must approve the execution of Work Authorization No. 18.0 before Atkins may proceed to work thereunder; and

WHEREAS, Atkins has represented to the Board of Directors that the work reflected in Attachment “A” and to be detailed more specifically in Work Authorization No. 18.0 is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the NET RMA hereby approves the execution of Work Authorization No. 18.0 with Atkins for environmental impact statement review services and project management services on Segment 6 of Toll 49 consistent with the summary attached hereto as Attachment “A”, for an amount not to exceed \$699,190.46; and

BE IT FURTHER RESOLVED, that the Board of Directors of the NET RMA authorizes the Executive Director to approve and execute a detailed scope of services and budget for Work Authorization No. 18.0 consistent with the summary attached hereto as Attachment "A"; and

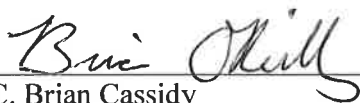
BE IT FURTHER RESOLVED, that the commencement of work by Atkins under Work Authorization No. 18.0 is contingent on the receipt or commitment of adequate funding to pay for the work; and


BE IT FURTHER RESOLVED, that all work performed under Work Authorization No. 18.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the NET RMA and Atkins 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 13th day of September, 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 09/13/17
Resolution No. 17-55

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 18

This Work Authorization is made as of this 13th day of September, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of June 01, 2013 (the "Agreement"), between the North East Texas Regional Mobility Authority ("Authority") and **ATKINS NORTH AMERICA, INC.**, ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Oversight of environmental studies conducted for the Toll 49 Segment 6 Project.

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

The services to be performed by GEC will include, but not be limited to, professional services Please reference Attachment A – Scope of Work

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.

(none anticipated).

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

Please reference Attachment A – Scope of Work.

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on December 31, 2020, or when all tasks associated with the Scope of Services are complete as defined by the Authority. If the Services defined herein are not complete by December 31, 2020, the Work Authorization will need to be amended to extend the schedule; otherwise, all services will cease.

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 \$ 699,190.46, based on the attached fee estimate.

See Attachment B – Fee Estimate.

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:

(none anticipated)

Section E. - Other Provisions

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

(none anticipated)

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:

By: Chris Miller

By: Tammy Simms

Signature:   Signature: Tammy B. Simms

Title: Executive Director

Title: Project Director

Date: 9/13/2017

Date: 9/13/2017

WORK AUTHORIZATION #18
NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY
ATTACHMENT A – SCOPE OF WORK
SERVICES TO BE PROVIDED BY ATKINS FOR

GENERAL PROJECT OVERVIEW

The services to be performed by GEC will include, but not be limited to, professional services related to oversight of the environmental study of the Toll 49 Segment 6 Project, “the Project.” The limits of the services are from SH 110 to I-20.

The scope of services to be performed by Atkins as the Authority’s General Engineering Consultant (the GEC) will include, but not be limited to, those professional services required to assist the Authority in the project management and administration, project development, and environmental oversight efforts related to the Authority’s development of the Project.

1. PROJECT MANAGEMENT & ADMINISTRATION

The GEC will perform project management, administrative and coordination duties, including contract administration, project management, reporting, meeting minutes of required meetings and telephone conversations, and other related administrative tasks (e.g.; direct costs) associated with the Project, including:

1.1. COORDINATE, PROCURE, AND ADMINISTER WORK AUTHORIZATIONS

Prepare contracts as required between the GEC and the Authority and GEC and subconsultants. The GEC will also assist in the preparation of and/or review of contracts between the Authority and subconsultants. Monitor and supervise GEC subconsultant activities, review all work products prepared by subconsultant, review and approve subconsultant progress reports and invoices.

1.2. PROJECT REPORTING

Prepare and issue monthly status reports on the Project’s status which will document any issues, delays encountered, and corrective actions as necessary. Will 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. Track, monitor, and report on contracts and budgets for the GEC and sub consultants.

1.3. PROJECT COORDINATION

The GEC will provide staff to manage the daily activities of the program and will serve as the primary contact between the Authority, Travis County, design consultants, third party

consultants, utility companies, public agencies, and the general public. Additionally, the GEC will coordinate directly with the Project Director and NET RMA staff on a regular basis and as needed to respond to NET RMA Board Member inquiries.

2. Environmental Study

2.1. TOLL 49 SEGMENT 6 ENVIRONMENTAL IMPACT STATEMENT (EIS)

2.1.1. Facilitate EIS project status meetings with TxDOT and other agencies.

- a. Prepare meeting agendas and distribute electronically.
- b. Prepare meeting summaries with action items and distribute electronically.

2.1.2. Complete EIS document reviews prior to submittal to Environmental Affairs Divisions (ENV) and other Resources Agencies.

- a. Review and comment on the Notice of Intent.
- b. Review and comment on Purpose and Need Statement.
- c. Review and comment on Coordination Plan.
- d. Review and comment on Scoping Report and Tool.
- e. Review and comment on the EIS Technical Reports and submit to the consultant prior to submittal to Tyler District/ENV.
- f. Review and comment on the Draft and Final EIS and submit to the consultant prior to submittal to the Tyler District/ENV.

2.1.3. NETRMA and Consultant Coordination Meetings

- a. Attend one (1) kickoff meeting in Austin, TX.
- b. Attend one (1) public and agency scoping meeting in Tyler, TX.
- c. Participate in 36 monthly coordination meetings in Austin, TX. Attend a total of six (6) additional in-person meetings with the TxDOT Tyler District in Tyler, TX.
- d. Attend up to four (4) Working Group meetings over the course of the preparation of the EIS in Tyler, TX. These meetings shall generally be held the day prior or the day of the Open Houses and Public Hearing.
- e. Conduct up to 36 regular conference calls with the project consulting team to discuss work that has been completed prior to the meeting, issues that may have arisen since the previous coordination, tasks to be performed, and any obstacles to successfully completing tasks and meeting the schedule.

2.1.4. Public Involvement Support (separate from Public Involvement scope)

a. Public Involvement Support

- Support the development of environmental-related display boards for up three (3) public meetings and one (1) public hearing. Drafts will be submitted electronically for review before foam mounting.

b. Workshops and Public Meetings

- Attend three (3) public meetings in Tyler, TX

c. Context Sensitive Solutions (CSS)

- Review and comment on CSS displays.
- Attend one (1) CSS workshop in Tyler,

d. Public Hearing

- Attend one (1) public hearing in Tyler, TX.
- Review and comment on the Public Hearing Summary and Analysis.

2.2. LIST OF DELIVERABLES

2.2.1. Meeting agendas

2.2.2. Meeting summaries

2.2.3. Participation in kickoff meeting, coordination calls and meetings, workshops, public meetings, and the public hearing

2.2.4. Review of the following work products prepared by the EIS Consultant:

2.2.4.1. Notice of Intent

2.2.4.2. Purpose and Need Statement.

2.2.4.3. Scoping Report and Scoping Tool

2.2.4.4. Coordination Plan

2.2.4.5. EIS Technical Reports

2.2.4.6. Draft EIS

2.2.4.7. Final EIS

2.2.4.8. Environmental Display Boards

2.3. BASIS OF ESTIMATE

- 2.3.1.1. Project duration is 36 months.
- 2.3.1.2. Meetings will typically last up to one (1) hour. Public meetings, and public hearings will typically last up to three (3) hours.
- 2.3.1.3. Deliverables will typically be delivered electronically (.pdf). Reproduction of up to two (2) hard copies is included.
- 2.3.1.4. Document reviews will be submitted electronically in a comment response matrix. Reviews will include one initial review and confirmation that comments have been addressed. The EIS Consultant will provide a completed comment response matrix with the revised drafts. Additional reviews of drafts may review a scope amendment.
- 2.3.1.5. The EIS Consultant will be responsible for resolution of all comments or providing justification for an alternative resolution. If the EIS Consultant rejects a recommendation and a satisfactory resolution cannot be reached, the GEC will notify NETRMA.
- 2.3.1.6. Revisions to TxDOT and FHWA guidance and National Environmental Policy Act during the period of performance will not require significant revisions to technical reports or the EIS following initial acceptance. If significant changes in regulations or procedures occur, a scope amendment may be required.
- 2.3.1.7. Technical reports will be identified during scoping. For costing purposes, it is assumed that up to eight (8) technical reports will be processed. Document reviews will focus on consistency with TxDOT and Federal Highway Administration (FHWA) standards and best practices. The EIS Consultant is responsible for the accuracy of information provided; the review will not include data or field verification or detailed checks of modeling data. If the initial review identifies a potential inconsistency or the need for more verification or assessments of models, Atkins will recommend more detailed reviews which may require a scope amendment.
- 2.3.1.8. GIS data necessary for environmental display boards will be provided by the EIS Consultant.

3. EIS PUBLIC INVOLVEMENT

The GEC will provide staff as needed to support the NET RMA with the administration, management, coordination, and implementation of the public involvement oversight efforts. Activities included in this task:

3.1. GENERAL PUBLIC INVOLVEMENT ACTIVITIES

- 3.1.1. Attend coordination meetings
- 3.1.2. Review and provide guidance regarding the Public Involvement Plan
- 3.1.3. Provide ongoing reports to the NET RMA regarding the status of work performed and the success of the Public Involvement Plan
- 3.1.4. Respond to public inquiries regarding the project outside of the official NEPA-required comment period
- 3.1.5. Assist with media relations, social media, and website management as requested
- 3.1.6. Assist the NET RMA staff with the preparation, production, distribution and coordination of public involvement materials as requested

3.2. EVENT PLANNING AND MANAGEMENT

For the planned Feasibility Study phase and EIS phase events (see below), the GEC will perform the following tasks:

- 3.2.1. Review and provide guidance regarding all meeting materials and logistics
- 3.2.2. Attend and staff event as requested by the NET RMA
- 3.2.3. Review meeting summaries and comment/response documents

Events:

- 3.2.4. Feasibility Study Work Group Meetings (4)
- 3.2.5. Feasibility Study Open Houses (2)
- 3.2.6. EIS Working Groups (4)
- 3.2.7. EIS Public Meetings (3)
- 3.2.8. EIS Public Hearing (1)

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Atkins North America

Cost Proposal - By Task

WA #18 - Segment 6 GEC Services

NET RMA

Attach. B - P100056385

Submittal Date: Sep-13-2017

Task ID	Description	Price
10	Project Management	76,718.44
20	Environmental Oversight	313,728.59
30	Public Information and Outreach Oversight	271,329.00
40	Project Quality Control	37,414.43
	Total Extended Price	\$699,190.46

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Atkins North America

Cost Proposal - Detail

WA #18 - Segment 6 GEC Services

NET RMA

Attach. B - P100056385

Submittal Date: Sep-13-2017

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
10 Project Management							
Labor							
		Project Director	Home	240.19	Hr	80.0	19,215.58
		Senior PM	Home	226.85	Hr	76.0	17,240.48
		Senior Env. Lead	Home	200.26	Hr	135.0	27,034.88
		Senior Env. Staff	Home	171.86	Hr	36.0	6,187.11
		Mid Env. Staff	Home	151.63	Hr	28.0	4,245.64
		Junior Env. Staff	Home	110.05	Hr	14.0	1,540.73
		Admin. Asst.	Home	69.67	Hr	18.0	1,254.01
		Labor Total				387	76,718.44
10 Project Management Total							76,718.44
20 Environmental Oversight							
Labor							
		Project Director	Home	240.19	Hr	100.0	24,019.48
		Senior PM	Home	226.85	Hr	96.0	21,777.45
		Senior Env. Lead	Home	200.26	Hr	1,026.0	205,465.10
		Senior Env. Staff	Home	171.86	Hr	118.0	20,279.97
		Mid Env. Staff	Home	151.63	Hr	58.0	8,794.55
		Junior Env. Staff	Home	110.05	Hr	58.0	6,383.01
		Admin. Asst.	Home	69.67	Hr	60.0	4,180.03
		Labor Total				1,516	290,899.59
		ODCs					590.00
		CADD & CADD Supplies		15.0	-	10.0	150.00
		Copies & Prints		160.0	-	2.0	320.00
		Shipping & Postage		15.0	-	8.0	120.00
		Travel					22,239.00
		Mileage		0.5	-	5,000.0	2,700.00

ATKINS

Atkins North America

Cost Proposal - Detail

WA #18 - Segment 6 GEC Services

NET RMA

Attach. B - P100056385

Submittal Date: Sep-13-2017

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Lodging		125.0	-	39.0	4,875.00
		Meals		46.0	-	234.0	10,764.00
		Car Rental		50.0	-	78.0	3,900.00
Subcontract and Expenses Total							22,829.00
20	Environmental Oversight Total						313,728.59
30	Public Information and Outreach Oversight						
	Labor						
		Project Director	Home	240.19	Hr	180.0	43,235.06
		Senior PM	Home	226.85	Hr	120.0	27,221.82
		Senior Env. Lead	Home	200.26	Hr	252.0	50,465.11
		Senior Env. Staff	Home	171.86	Hr	14.0	2,406.10
		Mid Env. Staff	Home	151.63	Hr	14.0	2,122.82
		Junior Env. Staff	Home	110.05	Hr	14.0	1,540.73
		Senior PI Lead	Home	127.09	Hr	1,128.0	143,362.02
		Admin. Asst.	Home	69.67	Hr	14.0	975.34
	Labor Total					1,736	271,329.00
30	Public Information and Outreach Oversight Total						271,329.00
40	Project Quality Control						
	Labor						
		Senior Env. Lead	Home	200.26	Hr	72.0	14,418.60
		Senior Env. Staff	Home	171.86	Hr	106.0	18,217.60
		Mid Env. Staff	Home	151.63	Hr	14.0	2,122.82
		Junior Env. Staff	Home	110.05	Hr	14.0	1,540.73
		Admin. Asst.	Home	69.67	Hr	16.0	1,114.67
	Labor Total					222	37,414.43

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Atkins North America

Cost Proposal - Detail

WA #18 - Segment 6 GEC Services

NET RMA

Attach. B - P100056385

Submittal Date: Sep-13-2017

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
40		Project Quality Control Total					37,414.43
Total Extended Price							699,190.46