

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

RESOLUTION NO. 18-44

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 No. 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 20, 2018, in Resolution No. 18-17, the NET RMA Board of Directors approved an extension of the contract with RS&H to serve as GEC; 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, on April 11, 2017, in Resolution No. 17-18, the NET RMA Board of Directors approved Work Authorization 17.0 with RS&H to provide construction engineering and inspection services for the Toll 49 Improvement Project, for an amount not to exceed \$752,661.51; and

WHEREAS, on May 8, 2018, in Resolution No. 18-25, the NET RMA Board of Directors approved Supplemental Work Authorization 17.1 extending the schedule for RS&H’s services associated with the Toll 49 Improvement Project, for an amount not to exceed \$128,263.10; and

WHEREAS, work on the Toll 49 Improvement Project has continued longer than the estimated schedule; and

WHEREAS, RS&H has developed a proposed scope of services and a budget of \$64,631.74 for continued 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 Supplemental Work Authorization No. 17.2, attached hereto as Attachment "A"; and

WHEREAS, considering previously approved Work Authorization No. 17.0, previously approved Supplemental Work Authorization No. 17.1, and proposed Supplemental Work Authorization No. 17.2, the total amount to be paid for the services described herein and related to the Toll 49 Improvement Project is \$945,556.35; and

WHEREAS, the Board of Directors must approve Supplemental Work Authorization No. 17.2 before RS&H may proceed to work thereunder; and

WHEREAS, RS&H has represented to the Board of Directors that the work reflected in Supplemental Work Authorization No. 17.2 is necessary and appropriate.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplemental Work Authorization No. 17.2 in the form attached hereto as Attachment "A", for an amount not to exceed \$64,631.74; and

BE IT FURTHER RESOLVED, that all work performed under Supplemental Work Authorization No. 17.2 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 14th day of August, 2018.

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 08/14/18
Resolution No. 18-44

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 17.2

This Work Authorization is made as of this 14th day of August, 2018 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 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 (previous work authorizations) + \$128,263.10 (WA#17.1) + \$64,631.74 (WA#17.2) = \$945,556.35 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:

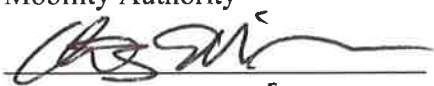

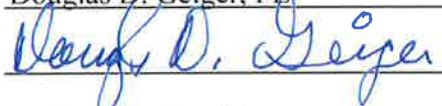
To be determined once specific assignments are made under A.3.

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:	<u></u>	By:	<u>Douglas D. Geiger, PE</u>
Signature:	<u></u>	Signature:	<u></u>
Title:	<u>Executive Director</u>	Title:	<u>Senior Vice President</u>
Date:	<u>8/16/2018</u>	Date:	<u>08/06/2018</u>

NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 17.2

RS&H

ATTACHMENT A

SERVICES TO BE PROVIDED BY GEC

General

The work to be performed by the General Engineering Consultant (GEC) will include project management and Construction Engineering and Inspection (CEI) services necessary to continue overseeing the construction of the Toll 49 from IH20 to SH 110 Improvement Project per the extended construction schedule and supporting reporting efforts. The services will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the construction contract. Services include: Project Management, Construction Contract Administration, Construction Materials Management, Field Observation and Inspection, and Project Closeout Administration as described in Attachment A of Work Authorization 17.

The GEC will be the single point of contact between the NETRMA and Contractor, acting as an extension of NETRMA staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. CEI services provided by the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. No negligence will be attributed to the GEC based upon any acts or omissions of the Contractor or its Sub-Contractor.

LIST OF ASSUMPTIONS

A. Project Scope

The services provided by the GEC as described in this Work Authorization are based upon the Project scope as defined in the proposal documents, specifications and Change Orders 1 through 5.

B. Project Schedule

The services provided by the GEC as described in this Work Authorization are based upon the Engineer's time determination schedule. Factors that affect the budget of this Work Authorization include:

- Construction completed by August 30, 2018
- 30 days for project close out

Attachment B – Fee Estimate

CE&I

NETRMA Toll 49 Improvements (Segments 1, 2, 3A, 3B and 5) SUPPLEMENTAL - WO 172						2018																		
						F	M	A	M	J	J	A	S	O	N	D								
Construction																								
Project Closeout																								
CEI Services																								
CEI Services																								
Position (Office)	Direct	OH	Profit	Multiplier	Effective Rate					1	2	3					Total Months	Total Hours	20% OT	Total Costs				
PM / Resident Engineer	\$ 85.58	1.17	0.12	2.43376	\$ 208.28					0.15	0.15	0.05				0.35	62		\$ 12,830.12					
Record Keeper / Office Engineer	\$ 54.83	1.17	0.12	2.43376	\$ 133.44					0.15	0.15	0.10				0.40	70		\$ 9,394.39					
																				\$ -				
Position (Office)	Direct	OH	Profit	Multiplier	Effective Rate					1	2	3					Total Months	Total Hours	20% OT	Total Costs				
Project Engineer	\$ 40.17	1.17	0.12	2.43376	\$ 97.76					0.15	0.15	0.05				0.4	62		\$ 6,022.27					
Chief Inspector	\$ 38.97	1.17	0.12	2.43376	\$ 94.84					1.0	1.0					2.0	352		\$ 33,384.96					
Subtotal					FTE	0.0	0.0	0.0	0.0	0.0	0.5	0.5	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
																	546		Total Labor	\$ 61,631.74				
																			Direct Expense	\$ 3,000.00				
																			Materials Testing*	\$ -				
																			Total	\$ 64,631.74				

ASSUMPTIONS
 Construction completed by August 30, 2018
 Project Closeout 30 days, (1 Months)
 1 Man-Month = 176 Hrs

Monthly Labor Effort

Month	Labor Effort
1	0.5
2	0.5
3	0.2

Estimate Breakdown		
RS&H	\$ 64,631.74	100%
ALLIANCE (Materials Test)	\$ -	0%
Total	\$ 64,631.74	