

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) has entered into various agreements with El Paso County (County), which authorized the CRRMA to utilize the proceeds of an optional vehicle registration fee (VRF) imposed by the County to issue bonds for the development of various transportation projects in the County as part of the 2013 El Paso County Comprehensive Mobility Plan (2013 CMP); and

WHEREAS, the CRRMA and County have since entered into an additional agreement to allow for the CRRMA to fund construction activities necessary for the Eastlake Blvd., Phase 1 Project (the Project) from the referenced VRF bond proceeds; and

WHEREAS, the CRRMA and its general engineering consultant (GEC) entered into Work Authorization No. 27 dated October 22, 2015, by which the GEC was to provide the CRRMA with various construction engineering, testing and inspection services for one of the 2013 CMP projects; and

WHEREAS, the CRRMA and its GEC now desire to supplement Work Authorization No. 27, whereby the GEC would be permitted to provide the CRRMA with various construction engineering, testing and inspection services for the Eastlake Phase 1 Project.

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

THAT the Executive Director be authorized to execute **Work Authorization No. 27.6** with Atkins North America, Inc., including any additional documents or materials as may be required, for construction oversight services on the Eastlake Blvd., Phase 1 Project.

PASSED AND APPROVED THIS 14TH DAY OF FEBRUARY, 2018.

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

ATTEST:

Susan A. Melendez, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 27.6

This **Work Authorization No. 27.6** is made as of this ____ day of _____, 2018, 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. 27.6** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC entered into **Work Authorization No. 27** on October 22, 2015 for the GEC to provide construction oversight services required for the Mission Ridge Boulevard Extension Project to the Authority. The requested services to provide construction oversight services for the Project, to include oversight, inspection and testing services of the construction necessary for the Project; each of which is more fully enumerated within the exhibits to **Work Authorization No. 27**. However, such services were only to be provided for the Authority’s Mission Ridge Boulevard Project. Accordingly, this **Work Authorization No. 27.6** intends to supplement the prior Work Authorization by extending the services and associated compensation available to the GEC for the **Eastlake Boulevard Phase 1 Project**. The terms and additional compensation are each more fully enumerated within this **Work Authorization No. 27.6**.

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 **Work Authorization No. 27.6**, which is incorporated herein for all purposes.

Section B. - Schedule

The GEC shall not commence the performance of any services required by **EXHIBIT “A”** until the Executive Director of the Authority provides a Notice to Proceed to the GEC.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 27.6**, the Authority shall pay to the GEC an amount not to exceed TWO MILLION FOUR HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED NINETY SEVEN AND 39/100 DOLLARS (\$2,488,997.39), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated February 14, 2018. 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. 27.6**

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 27.6** covers the services requested of the GEC for construction oversight for the Eastlake Boulevard Phase 1 Construction Project, a 2013 El Paso County Comprehensive Mobility Plan project. The services requested herein are in support of the Interlocal Agreement VRF Project Development Agreement for the Eastlake Boulevard Phase 1 Construction Project Roadway Improvement Project between the Authority and County of El Paso. 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.

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

Construction Oversight Services

The GEC will provide professional services associated with construction oversight including the construction engineering and inspection and testing in accordance with the Interlocal Agreement. 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 (County)

- a. Construction Management Services
 - CRRMA 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 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
- Maintain receive items log

b. Utility Coordination

- Meetings with utility owner, County of El Paso
- Correspondence with owner
- Utility Agreement review
- Field visits

2. Task 2 - Project Closeout Services (County)

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

3. Task 5 - Project Controls

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

4. ASSUMPTIONS

b. Services Provided by Others

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

- Environmental documents
- Preliminary design services to produce schematic design
- PS&E
- ROW acquisition
- ROW mapping revisions/updates necessitated by design
- Utility design
- Any and all hazardous material mitigation
- Construction

c. Schedule

The Work Authorization assumes an 18 month project schedule for the county. If the Contractors' 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.

d. Funding Source

This work authorization assumes the Projects is funded entirely from local funds.

e. 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

February 14, 2018

Eastlake Blvd Phase 1 Construction Management
WA 27.6

<u>TASK</u>	<u>TOTAL</u>
TASK 1 CONSTRUCTION MANAGEMENT	\$ 1,894,031.76
TASK 2 PROJECT CLOSEOUT SERVICES	\$ 54,845.87
TASK 3 PROJECT CONTROLS	\$ 132,403.48
Other Direct Costs	\$ 407,716.28
TOTAL	\$ 2,488,997.39

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 27.6

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]