

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 Vista del Sol Drive Project (Project) from the referenced VRF bond proceeds; and

WHEREAS, the CRRMA and its general engineering consultant (GEC) entered into Work Authorization No. No. 27.5 dated April 7, 2017, by which the GEC was to provide construction management services for the Project; and

WHEREAS, the CRRMA and its GEC now desire to supplement Work Authorization No. 27.5, in order for the GEC to provide additional inspection and testing services to the CRRMA for the Project.

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

THAT the Executive Director be authorized to execute an amendment to Work Authorization No. 27.5 with Atkins North America, Inc., including any additional documents or materials as may be required, for additional inspection and testing services on the Vista del Sol Roadway Project.

PASSED AND APPROVED THIS 10TH DAY OF JULY 2019.

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles, Executive Director

WORK AUTHORIZATION NO. 27.5

AMENDMENT NO. 1

This **Amendment No. 1** to **Work Authorization No. 27.5** is made as of this ____ day of _____, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated July 24, 2015 (the “Agreement”), between the Camino Real Regional Mobility Authority (“Authority”) and Atkins North America, Inc. (“GEC”). This **Amendment No. 1** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC previously entered into **Work Authorization No. 27.5** for the GEC to provide construction management services for the Vista del Sol Project (Project). This **Amendment No. 1** intends to provide additional inspection and testing services from the GEC for the Project as 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 engineering, support and related services to the Authority pursuant to and in accordance with **EXHIBIT “A-1”**, which is attached hereto and incorporated herein for all purposes to supplement the Scope of Services originally enumerated within **“EXHIBIT A”** of Work Authorization No. 27.5.

Section B. – Schedule

The GEC shall commence the performance of any services required by **EXHIBIT “A-1”** upon final execution of this Amendment No. 1.

Section C. - Compensation

In return for the performance of the additional obligations identified within this Amendment No. 1, the Authority shall pay to the GEC an additional not to exceed amount of ONE HUNDRED SIXTY SEVEN THOUSAND FOUR HUNDRED TWENTY THREE AND 50/100 DOLLARS (\$167,423.50), based on the supplemental Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B-1”**. The additional compensation enumerated within **EXHIBIT “B-1”** shall supplement the compensation identified in **EXHIBIT “B”** to Work Authorization No. 27.5. Compensation shall be made in accordance with the Agreement. Invoices for Work Authorization No. 27.5 and this Amendment No. 1 shall be provided by the GEC in accordance with **EXHIBIT “C”** of the Work Authorization No. 27.5.

[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-1
WORK AUTHORIZATION NO. 27.5 AMENDMENT NO. 1

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 27.5 Amendment No. 1** covers the extra services requested of the GEC for construction oversight for the completion of the Vista Del Sol Drive Construction Project a 2013 El Paso County Comprehensive Mobility Plan project due to construction delays created by unforeseen conditions encountered during the construction of the project. The extra services requested herein are in support of the Interlocal Agreement VRF Project Development Agreement for the 2013 El Paso County Comprehensive Mobility Plan 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

- 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. Other Direct Costs

- a. Material testing
- b. Material testing summary updates
- c. Material inspections

3. ASSUMPTIONS

a. 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

b. Schedule

The Work Authorization assumes a 5-month project schedule for the county work. 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.

c. Funding Source

This work authorization assumes the Projects is funded entirely from local 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]

EXHIBIT B-1

FEE ESTIMATE SUMMARY

**Work Authorization No. 27.5 Amendment No. 1
Vista del Sol Project Construction Engineering and Inspection**

<u>TASK</u>	<u>TOTAL</u>
TASK 1 Construction Project Management	\$ 97,653.00
Other Direct Costs	\$ 69,770.50
TOTAL	\$ 167,423.50

Month #	1.0	2.0	3.0	4.0	5.0	Hourly	Burden	Sum	Total Dollars
						Rate	Rate	Hrs.	

TASK 1 Inspection of work in progress

Field Inspection	174.0	174.0	174.0	174.0	114.74	\$38.26	\$120.45	811	\$97,653.00
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Other Direct Costs

						Rate	Sum	Total
Vehicle #1	0.60	0.60	0.60	0.60	0.60	\$1,000.00	3.00	\$3,000.00
Testing (City)	13354.1	13354.1	13354.1	13354.1	13354.1	1	66770.50	\$66,770.50

Total All Items = \$167,423.50

[END OF EXHIBIT]