

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) 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 recently entered into an additional agreement to allow for the CRRMA to fund construction activities necessary for the Pellicano Drive Widening Project, as part of the referenced 2013 CMP; and

WHEREAS, the CRRMA and its general engineering consultant (GEC) entered into Work Authorization No. 27 dated October 22, 2015, whereby the GEC provides the CRRMA with certain 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, such that the GEC would be permitted to provide the CRRMA with additional construction engineering, testing and inspection services for the Pellicano Drive Widening Project.

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

THAT the Executive Director be authorized to execute **Work Authorization No. 27.8** with Atkins North America, Inc., including any additional documents or materials as may be required, for construction oversight services on the Pellicano Drive Widening Project.

PASSED AND APPROVED THIS 12TH DAY OF FEBRUARY 2020.

**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. 27.8

This **Work Authorization No. 27.8** is made as of this _____ day of _____, 2020, 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. 27.8** 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** on October 22, 2015 for the GEC to provide construction oversight and management services required for the Mission Ridge Boulevard (Arterial 1) Extension Project to the Authority, but the GEC services were limited to that project. The Authority now seeks construction oversight and management services of the GEC for a different project located along Pellicano Drive. Accordingly, this **Work Authorization No. 27.8** intends to supplement Work Authorization No. 27 by extending the services and associated compensation available to the GEC for the provision of construction management and oversight services to be provided for the **Pellicano Drive Widening Project**. The terms and additional compensation are each more fully enumerated within this **Work Authorization No. 27.8**.

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 this **Work Authorization No. 27.8**, which is attached hereto and 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. 27.8**, the Authority shall pay to the GEC an amount not to exceed TWO MILLION EIGHT HUNDRED FOURTEEN THOUSAND SEVENTEEN AND 61/100 DOLLARS (\$2,814,017.61), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**. 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. 27.8**

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 27.8** covers the services requested of the GEC associated with the construction engineering, inspection and testing for the Pellicano Dr. Widening Project (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.

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC. The following tasks further define the types of work efforts to be performed.

CONSTRUCTION OVERSIGHT SERVICES

The GEC will provide professional services associated with construction oversight including the construction engineering, inspection and testing in accordance with the Interlocal Agreement among the Authority, County of El Paso (County) and El Paso Water (EP Water). 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-Funded Portion of the Project)

- a. Construction Management Services
 - Authority and County status updates;
 - Construction schedule meetings and 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; and
 - Maintain receive items log.
- b. Utility Coordination
- Meetings with utility owner, County;
 - Correspondence with owner;
 - Utility Agreement review; and
 - Field visits.
- 2. Task 2 - Construction Project Management (EP Water-Funded Portion of the Project)**
- a. Review, inspection and reporting of Contractor Traffic control plan;
 - b. Authority and EP Water status updates;
 - c. Construction schedule meetings and review;
 - d. Daily construction oversight and reporting;
 - e. Daily work report preparation and submittal;
 - f. Construction records management;
 - g. Attend project meetings and meeting minutes review;
 - h. Draw requests preparation and review;
 - i. Change orders preparation and review;
 - j. RFI's and NDC's review and processing;
 - k. Materials acceptance testing and reporting;
 - l. Inspection and reporting of installed work;
 - m. Material on hand processing;
 - n. Material submittal review and approval;
 - o. Maintain correspondence log; and
 - p. Maintain receive items log.
- 3. Task 3 - Project Closeout Services (County-Funded Portion of the Project)**
- a. Verification and documentation of contract requirements adherence;
 - b. As-Built drawings;
 - c. Material Testing Summary;
 - d. Construction records closeout; and
 - e. Final estimate.
- 4. Task 4 - Project Closeout Services (EP Water-Funded Portion of the Project)**
- a. Verification and documentation of contract requirements adherence;
 - b. As-Built drawings;
 - c. Material Testing Summary;
 - d. Construction records closeout; and
 - e. Final estimate.
- 5. Task 5 - Project Controls**
- a. Prepare monthly invoices for the project including a progress report for the work completed the previous period.
- 6. 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;
- All hazardous material mitigation; and
- Construction.

b. Schedule

The Work Authorization assumes a 19 month project schedule for the County work and a concurrent 12 month schedule for the EP Water work. If the Contractor's schedule is delayed beyond reasonable expectations, the budget provided in Exhibit B may not cover all GEC project expenses and a supplemental work authorization may be requested; provided, however, that the GEC will keep the Authority apprised of any such schedule issues well in advance of any such request.

c. Funding Source

This work authorization assumes the Project is funded by any of the following funding sources, as they may become available to the Authority: VRF bond proceeds, County of El Paso funds, Federal funds, State Infrastructure Bank proceeds and El Paso Water 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]

FEE ESTIMATE SUMMARY

**Work Authorization No. 27.8
Pellicano Dr. Widening Project
Construction Engineering and Inspection**

<u>TASK</u>	<u>TOTAL</u>	
	<u>COUNTY</u>	<u>EP WATER</u>
TASK 1 CONSTRUCTION PROJECT MANAGEMENT (COUNTY)	\$ 2,022,895.84	
TASK 1 CONSTRUCTION PROJECT MANAGEMENT (EP WATER)		\$ 254,657.52
TASK 2 PROJECT CLOSEOUT SERVICES (COUNTY)	\$ 81,915.09	
TASK 2 PROJECT CLOSEOUT SERVICES (EP WATER)		\$ 11,087.50
TASK 3 PROJECT CONTROLS (COUNTY)	\$ 53,357.91	
TASK 3 PROJECT CONTROLS (EP WATER)		\$ 14,531.52
Other Direct Costs (COUNTY)	\$ 316,052.23	
Other Direct Costs (EP WATER)		\$ 59,520.00
TOTAL	\$ 2,474,221.07	\$ 339,796.54
COMBINED TOTAL	\$2,814,017.61	

Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
TASK 1 Construction Project Management (COUNTY)																										
Project Supervisor	64	64	64	40	64	64	64	64	40	40	64	64	64	64	64	40	40	40	40	40	40	40	\$ 104.31	\$ 202.22	880	\$ 257,450.37
Project Engineer	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	\$ 55.89	\$ 161.21	1,408	\$ 226,977.40
Project Manager 2	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	\$ 46.09	\$ 132.94	1,408	\$ 167,778.18
Record Keeping	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	\$ 28.42	\$ 81.97	704	\$ 57,708.67
Project Manager	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	\$ 45.42	\$ 131.01	1,408	\$ 194,457.21
Sub-Total \$ 913,472.08																										
Inspection of work in progress (COUNTY)																										
Chief Field Inspection	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	\$ 41.81	\$ 120.59	3,928	\$ 461,634.17
Field Inspection	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	\$ 131.63	\$ 131.63	2,892	\$ 297,459.17
Project Engineer	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	\$ 55.89	\$ 161.21	440	\$ 70,520.44
Project Manager	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	\$ 46.09	\$ 132.94	1,408	\$ 167,778.18
Administration	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	\$ 26.24	\$ 75.68	660	\$ 49,932.08
Training - Sr. Project Engineer	20																						\$ 95.00	\$ 95.00	20	\$ 1,900.00
Training - Project Engineer	280																						\$ 85.00	\$ 85.00	2,800	\$ 23,800.00
Training - Chief	500																						\$ 38.00	\$ 38.00	500	\$ 19,000.00
Sub-Total \$ 1,109,423.81																										
Total \$ 2,022,895.84																										
TASK 1 Construction Project Management (EPW)																										
Project Supervisor	16	16	8	8	16	8	16	8	8	16	8	16	8	16	8	16	8	16	8	16	8	16	\$ 104.31	\$ 202.22	96	\$ 28,952.72
Project Engineer	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	\$ 55.89	\$ 161.21	192	\$ 30,951.46
Project Manager	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	\$ 45.42	\$ 131.01	288	\$ 37,293.88
Record Keeper																							\$ 26.42	\$ 81.97	192	\$ 15,748.76
Sub-Total \$ 112,472.89																										
Inspection of work in progress (EPW)																										
Field Inspection (EPW)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$ 41.81	\$ 131.63	1,044	\$ 137,423.03
Training - Chief																							\$ 4,761.60	\$ 4,761.60	1	\$ 4,761.60
Sub-Total \$ 142,184.63																										
Total \$ 254,657.52																										
TASK 2 PROJECT CLOSEOUT SERVICES (COUNTY)																										
Project Engineer																							\$ 55.89	\$ 161.21	200	\$ 32,241.11
Project Manager																							\$ 45.42	\$ 131.01	220	\$ 30,000.00
Record Keeper																							\$ 26.42	\$ 81.97	240	\$ 19,672.48
Sub-Total \$ 81,915.09																										
TASK 2 PROJECT CLOSEOUT SERVICES (EPW)																										
Project Engineer																							\$ 55.89	\$ 161.21	20	\$ 3,224.11
Project Manager																							\$ 45.42	\$ 131.01	40	\$ 5,262.22
Record Keeper A																							\$ 26.42	\$ 81.97	32	\$ 2,635.13
Sub-Total \$ 11,097.50																										
TASK 3 PROJECT CONTROLS (COUNTY)																										
Document Control	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	\$ 26.24	\$ 75.68	704	\$ 53,397.91
Sub-Total \$ 53,397.91																										
TASK 3 PROJECT CONTROLS (EPW)																										
Document Control	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	\$ 26.24	\$ 75.68	402	\$ 14,511.92
Sub-Total \$ 14,511.92																										
Other Direct Costs (COUNTY)																										
Vehicle #1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	\$ 1,000.00	\$ 1,000.00	22.01	\$ 22,007.23
Vehicle #2	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	\$ 1,000.00	\$ 1,000.00	19.00	\$ 19,000.00
Vehicle #3	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00
Training (COUNTY)	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	13723.42	\$ 260.75	\$ 260.75	3.00	\$ 782.25
Sub-Total \$ 316,092.23																										
Other Direct Costs (EPW)																										
Training (EPW)	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	4950.00	\$ 59,520.00	\$ 59,520.00	1.00	\$ 59,520.00
Sub-Total \$ 99,320.00																										
Total All Items \$ 2,814,017.61																										

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 27.8

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]