

# **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 certain transportation projects in the County as part of the 2013 El Paso County Comprehensive Mobility Plan (2013 CMP); 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 a 2013 CMP project; and

**WHEREAS**, the CRRMA and its GEC entered into Work Authorization No. 27.7, whereby the GEC agreed to provide the CRRMA with various construction engineering, testing and inspection services for the Mission Ridge Blvd., Phase 2 Project (Project) and the parties now desire to amend such work authorization for the additional GEC services necessary for additional construction activities added to the Project, at the County's request.

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

**THAT** the Executive Director be authorized to execute **Amendment No. 1 to Work Authorization No. 27.7** with Atkins North America, Inc., including any additional documents or materials as may be required, for additional construction oversight services on the Mission Ridge Blvd., Phase 2 Project.

**PASSED AND APPROVED THIS 12<sup>TH</sup> 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. 27.7**

### **AMENDMENT NO. 1**

This **Amendment No. 1** to **Work Authorization No. 27.7** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, 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”).

The Authority and the GEC previously entered into **Work Authorization No. 27.7** for the GEC to provide construction management services on the Mission Ridge Boulevard, Phase II Project (Project). This **Amendment No. 1** intends to provide additional inspection and testing services from the GEC for the construction of a northern relief route as part of the Project, as requested by El Paso County.

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. 27.7.

#### **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 THIRTY THREE THOUSAND EIGHT HUNDRED FIFTY SIX AND 14/100 DOLLARS (\$33,856.14), 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. 27.7. Compensation shall be made in accordance with the Agreement. Invoices for Work Authorization No. 27.7 and this Amendment No. 1 shall be provided by the GEC in accordance with **EXHIBIT “C”** of the Work Authorization No. 27.7.

[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. 27.7**

**AMENDMENT NO. 1**

**ADDITIONAL SERVICES TO BE PROVIDED BY THE GEC**

**INTRODUCTION**

The scope of this **Amendment No. 1** to **Work Authorization No. 27.7** covers the extra services requested of the GEC associated with the construction engineering and testing for the construction of a temporary Northern Relief Route to Vista del Sol Drive for the Mission Ridge Boulevard Phase II 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 and testing in accordance with the Interlocal Agreement between the Authority and County of El Paso (County), as amended from time to time. 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; and
- Maintain receive items log.

## 2. ASSUMPTIONS

### a. Services Provided by Others

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

- SWPPP documents by contractor;
- ROW acquisition by County;
- ROW mapping revisions/updates necessitated by design and/or County; and
- All hazardous material mitigation;

### b. Schedule

This Amendment No. 1 assumes a 1 month project schedule for the County 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 required; provided, however, that the GEC will keep the Authority apprised of any schedule issues well in advance of any such request.

### c. Funding Source

This Amendment No. 1 assumes that the services requested herein are funded entirely from County of El Paso general funds.

### d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Exhibit "B-1" 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.

### e. Invoices

Invoices shall be provided by the GEC in accordance with Exhibit "C" of Work Authorization No. 27.

[END OF EXHIBIT A-1]

## FEE ESTIMATE SUMMARY

**Mission Ridge II  
Work Authorization No. 27.7 Amendment No. 1  
Construction Engineering and Testing**

<u>TASK</u>	<u>TOTAL</u>
	<u>COUNTY</u>
TASK 1 Construction Project Management (COUNTY)	\$ 11,149.14
Other Direct Costs (COUNTY)	\$ 22,707.00
<b>TOTAL</b>	<b>\$ 33,856.14</b>

Month #	1.0	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
<b>TASK 1 Construction Project Management (County)</b>					
Project Manager	87	\$ 44.43	\$ 128.15	87	\$ 11,149.14
				<b>Sub-Total</b>	<b>\$ 11,149.14</b>
<b>Other Direct Costs (County)</b>				Sum	Total
Testing (County)	22707.00		\$ 22,707.00	1.00	\$ 22,707.00
				<b>Sub-Total</b>	<b>\$ 22,707.00</b>
<b>Total All Items =</b>					<b>\$ 33,856.14</b>

[END OF EXHIBIT B-1]