

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, El Paso County, Texas (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into an Interlocal Agreement, which provided funds necessary for the development of the design services for a shared use path along O.T. Smith Road (the Project); and

WHEREAS, the CRRMA and Atkins North America, Inc., as the general engineering consultant to the CRRMA (GEC), entered into Work Authorization No. 31, whereby the GEC agreed to provide the design and support services necessary for the Project, which was subsequently amended to provide additional design services; and

WHEREAS, the CRRMA and its GEC now desire to further amend Work Authorization No. 31 in order for the GEC to provide design services during construction, as requested by the County for completion of the Project.

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

THAT the Executive Director be authorized to execute **Amendment No. 2 to Work Authorization No. 31** with Atkins North America, Inc. (formerly known as Post, Buckley, Schuh, and Jernigan, Inc. (PBS&J)), including any additional documents or materials as may be required, for the provision of design services during construction, to the County of El Paso for the O.T. Smith Road Shared Use Path Project.

PASSED AND APPROVED THIS 13TH DAY OF MAY 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. 31

AMENDMENT NO. 2

This **Amendment No. 2** to **Work Authorization No. 31** is made 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 **Amendment No. 2** 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. 31** for the GEC to provide design services necessary for the development of the O.T. Smith Shared Use Path Project (CSJ 2552-03-049). Subsequently, the parties entered into **Amendment No. 1** (the First Amendment), which was intended to provide additional design services requested by El Paso County, to include revised design plans, survey and landscape services. This **Amendment No. 2** intends to add design services during construction from the GEC, which are 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-2”**, which is attached hereto and incorporated herein for all purposes to supplement the Scope of Services originally enumerated within **“EXHIBIT A”** and **“EXHIBIT A-1”** of Work Authorization No. 31 and the First Amendment, respectively.

Section B. – Schedule

The GEC shall not commence the performance of any services required by **EXHIBIT “A-2”** 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 additional obligations identified within this **Amendment No. 2**, the Authority shall pay to the GEC an additional not to exceed amount of ONE HUNDRED TEN THOUSAND ONE HUNDRED SIXTY THREE AND 46/100 DOLLARS (\$110,163.46), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B-2”**, dated May 13, 2020. The additional compensation enumerated within **EXHIBIT “B-2”** shall supplement the compensation identified in **EXHIBIT “B”** and **“EXHIBIT B-1”** to Work Authorization No. 31 and the First Amendment, respectively. Compensation shall be made in accordance with the Agreement. Invoices for Work Authorization No. 31, the First Amendment and this Amendment No. 2 shall be provided by the GEC in accordance with **EXHIBIT “C-1”**, which was included as an attachment to the First Amendment.

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: _____

EXHIBIT A-2

SERVICES TO BE PROVIDED BY THE GEC

SCOPE OF SERVICES

The scope of this **Work Authorization No. 31 Amendment No. 2** covers the services requested of the Authority's General Engineering Consultant (GEC) for project management, response, tracking, evaluation and or approval of submittals, shop drawings, change orders, requests for information and attending meetings as requested for the O.T. Smith Shared Use Path (SUP).

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

PROJECT TASKS

I. SERVICES TO BE PROVIDED BY THE ENGINEER

The Scope of Services to be provided by the Engineer may include, but are not limited to the following key elements:

- Project Management
- Bid Phase Services
- Construction Phase Services
- Construction Phase Surveying

A. Project Management

The project management and administration tasks shall include:

1. Progress Reporting
 - 1.1. Prepare and submit to the CRRMA monthly progress reports of activities completed during reporting period.
 - 1.2. Prepare and Submit Invoices. The report shall be submitted as an attachment to the invoice submittal.

B. Bid Phase Services

1. Bid Award
 - 1.1. Assist County in evaluating bids received.
 - 1.2. Provide letter recommendation for award.
 - 1.3. Update TxDOT Project Checklist.

C. Construction Phase Services

1. Submittals
 - 1.1. Evaluate submittals for contract compliance with recommendation of approval or rejection with reason for rejection within timeframe stipulated.
2. Shop Drawings
 - 2.1. Evaluate shop drawings for contract compliance with recommendation of approval or rejection with reason for rejection within timeframe stipulated.
3. Utility Coordination
 - 3.1. Coordinate with Contractor and utility owner to perform site specific investigation and assist in providing recommendations to adjustments, if necessary, based on information gathered.
 - 3.2. Prepare design and plans of agreed adjustments.
4. Change Orders
 - 4.1. Assist County of El Paso with development of change orders to include cost estimate, revised plan sheets and drawings and other information as requested within timeframe stipulated.
5. Request for Information
 - 5.1. Respond to Request for Information within timeframe stipulated.
6. Attend Meetings
 - 6.1. Attend meetings as requested by the CRRMA.

Deliverables

- Submittal recommendations of approval or rejection with reason for rejection as required
- Evaluate shop drawings for contract compliance with recommendation of approval/rejection
- Assist County of El Paso with development of change orders to include cost estimate, revised plan sheets and drawings and other information as requested
- Respond to Request for Information
- Meeting minutes and notes

D. Construction Phase Surveying

1. Mapping and Descriptions
 - 1.1. Provide survey support during construction.

[END OF EXHIBIT]

EXHIBIT B-2**FEE ESTIMATE SUMMARY**

5/13/2020

O.T. Smith Shared Use Path
Work Authorization No. 31 Amendment No. 2

	<u>FIRM</u>	<u>TOTAL</u>
	Atkins PM El Paso	\$ 46,532.40
	Conсор	\$ 7,386.84
	CQC	\$ 5,992.50
	MCi	\$ 38,511.75
	B&B	\$ 8,000.00
Direct Costs	Atkins PM El Paso	\$ 2,090.00
Direct Costs	Conсор	\$ 300.00
Direct Costs	MCi	\$ 1,349.97
	TOTAL	\$ 110,163.46

[END OF EXHIBIT]

O.T. Smith Shared Use Path Project					
El Paso County					
Exhibit B May 13, 2020 (Atkins)					
Task Description	Project Manager	Project Admin	Project Engineer	Total Hours	Total Labor Hrs. & Costs
5. PM El Paso					
5.1 PM Services	24			24	\$7,013.04
5.2 Invoices	12	60	10	82	\$9,900.12
5.3 Meeting Minutes		32		32	\$2,524.48
5.4 Coordiantion meetings	12		60	72	\$13,467.72
5.5 Compile RFI's	2		22	24	\$4,236.86
5.6 Compile Submittals	2		22	24	\$4,236.86
5.7 Conduct Punch list	4		24	28	\$5,153.32
HOURS SUB-TOTALS	56	92	138	286	
CONTRACT RATE PER HOUR	\$292.21	\$78.89	\$166.02		
TOTAL LABOR COSTS	\$16,363.76	\$7,257.88	\$22,910.76		\$46,532.40
% DISTRIBUTION OF STAFF HOURS	19.58%	32.17%	48.25%		
GRAND TOTAL (FC 120)	\$16,363.76	\$7,257.88	\$22,910.76		\$46,532.40

O.T. Smith Shared Use Path Project				
El Paso County				
Exhibit B May 13, 2020 (Atkins)				
OTHER DIRECT EXPENSES	Unit	Quantity	Cost	
Mileage	Mile	3800	\$ 0.55	\$ 2,090.00
Rental Car	Per day		\$ 78.75	\$ -
Hotel	Per day		\$ 157.50	\$ -
Meals	Per day		\$ 68.25	\$ -
Rental Car Fuel	Per trip		\$ 37.79	\$ -
Shipping	each		\$ 21.00	\$ -
Photocopies B/W (11" X 17")	each		\$ 0.20	\$ -
Photocopies B/W (8 1/2" X 11")	each		\$ 0.10	\$ -
Photocopies Color (11" X 17")	each		\$ 0.35	\$ -
Photocopies Color (8 1/2" X 11")	each		\$ 0.25	\$ -
EXPENSES TOTAL				\$ 2,090.00

MORENO CARDENAS, INC. EL PASO COUNTY - TORNILLO SHARED USE PATH (SUP) SUBCONSULTANT CONSTRUCTION PHASE SERVICES Itemized Fee Schedule													REVISED: April 13, 2020	
SCOPE OF WORK	Senior Project Manager		Engineer IV		Engineer III		Engineer VII		Technician II		Acct/Adm Mgr.		Totals	
	Hours	\$250.04	Hours	\$103.94	Hours	\$85.75	Hours	\$67.56	Hours	\$62.36	Hours	\$75.35	Hours	Cost
TASK 100 - PROJECT MANAGEMENT														
100.1 Prepare and submit monthly progress reports of activities completed during the reporting period.	0	\$0.00	12	\$1,247.28	0	\$0.00	0	\$0.00	0	\$0.00	12	\$904.20	24	\$2,151.48
100.2 Prepare and submit monthly invoices together with the monthly report.	0	\$0.00	12	\$1,247.28	0	\$0.00	0	\$0.00	0	\$0.00	12	\$904.20	24	\$2,151.48
SUBTOTALS:	0	\$0.00	24	\$2,494.56	0	\$0.00	0	\$0.00	0	\$0.00	24	\$1,808.40	48	\$4,302.96
TASK 200 - CONSTRUCTION ADMINISTRATION														
200.1 Attend the pre-construction conference, assist the Owner and Engineer in providing responses to questions and making clarifications pertaining to the construction documents, and provide notes of meeting to Engineer to be incorporated into the minutes of the meeting.	0	\$0.00	4	\$415.76	4	\$343.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$758.76
200.2 Attend weekly construction meetings at the project site and assist the Engineer and Owner with taking notes and preparation of minutes of meetings.	0	\$0.00	12	\$1,247.28	120	\$10,290.00	0	\$0.00	0	\$0.00	0	\$0.00	132	\$11,537.28
200.3 Make periodic site visits at the discretion of the Subconsultant and as requested by the Engineer or Owner (a total of 12 site visits are included in this scope of services). The objective of the site visits will be to observe the progress and quality of the executed work and report to the Engineer.	0	\$0.00	0	\$0.00	24	\$2,058.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$2,058.00
200.4 Maintain a log of submittals received from the Engineer and processed.	0	\$0.00	0	\$0.00	4	\$343.00	0	\$0.00	0	\$0.00	13	\$979.55	17	\$1,322.55
200.5 Review shop drawings for compliance with the contract documents and a recommendation for approval or rejection with reason for rejection.	0	\$0.00	4	\$415.76	32	\$2,744.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$3,159.76
200.6 Make necessary interpretations and clarifications of the Contract Documents and evaluate requests for information (RFIs) and provide responses with recommendation for approval or rejection with reason for rejection.	0	\$0.00	12	\$1,247.28	24	\$2,058.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$3,305.28
200.7 Assist the Engineer in resolving design related construction problems.	0	\$0.00	12	\$1,247.28	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,247.28
200.8 Assist the Engineer in preparing responses to Change Orders required by unforeseen conditions and/or design modifications and changes.	0	\$0.00	24	\$2,494.56	24	\$2,058.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$4,552.56
200.9 Together with Engineer, perform a substantial completion walk-through of the project with the Contractor. Provide list of punch list items to be used by Engineer in issuing the Engineer's Substantial Completion Certificate. Accordingly, together with Engineer perform a Final review of the project and make final recommendations to Engineer.		\$0.00	8	\$831.52	8	\$686.00		\$0.00		\$0.00		\$0.00	16	\$1,517.52
200.10 Using the Contractor's redlines/markups provided by the Engineer, prepare a set of Record Drawings to be delivered electronically to Engineer once completed.	0	\$0.00	4	\$415.76	4	\$343.00	0	\$0.00	64	\$3,991.04	0	\$0.00	72	\$4,749.80
SUBTOTALS:	0	\$0.00	80	\$8,315.20	244	\$20,923.00	0	\$0.00	64	\$3,991.04	13	\$979.55	401	\$34,208.79
SUBTOTALS:	0	\$0.00	104	\$10,809.76	244	\$20,923.00	0	\$0.00	64	\$3,991.04	37	\$2,787.95	449	\$38,511.75
TOTAL LABOR														\$38,511.75
DIRECT COSTS														\$1,349.97
SUBCONSULTANTS (LUMP SUM AMOUNTS)														
Desert Elements Landscape Design, LLC (Lump Sum Allowance)													\$0.00	
TOTAL SUBS														\$0.00
TOTAL														\$39,861.72

DIRECT COSTS	UNIT	ILLING RAT	QTY	TOTAL
Mileage	mile	\$0.55	2,477	\$1,349.97
Copying	page	\$0.20	0	\$0.00
Plotting (24 x 36)	sheet	\$10.00	0	\$0.00
Reproduction (Full Size)	sheet	\$0.60	0	\$0.00
TDLR Reg. & Review Fee	ls	\$2,500.00	0	\$0.00
Printing & Reproduction	ls	\$200.00	0	\$0.00
Photos	each	\$1.00	0	\$0.00
TOTAL				\$1,349.97

O.T. Smith Shared Use Path Project
El Paso County
Exhibit B May 13, 2020 (B&B)

Task Description	Surveyor	Total Hours	Total Labor Hrs. & Costs
Survey			
Design services during construction (Lump Sum)	1	1	\$8,000.00
		0	\$0.00
		0	\$0.00
HOURS SUB-TOTALS	1	1	
CONTRACT RATE PER HOUR	\$8,000.00		
TOTAL LABOR COSTS	\$8,000.00		\$8,000.00
% DISTRIBUTION OF STAFF HOURS	100.00%		
GRAND TOTAL	\$8,000.00		\$8,000.00