

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the CRRMA has executed various Interlocal Agreements for the design and construction of the Zaragoza POE, Pan American Drive & Winn Road Build/Improvements Project (Project) with the City of El Paso whereby the CRRMA agreed to develop and construct the Project;

WHEREAS, the CRRMA and its GEC previously executed Work Authorizations for preliminary planning, development, right of way acquisition, and construction management services for the Project; and

WHEREAS, the parties now desire to execute an amendment to Work Authorization No. 28.3 for the GEC to continue to provide construction management services for the Project, which will be funded by the City of El Paso.

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. 28.3** with Atkins North America, Inc., including any additional documents or materials as may be required, for the continuation of construction management services for the Zaragoza POE, Pan American Drive & Winn Road Build/Improvements Project.

PASSED AND APPROVED THIS 9TH DAY OF DECEMBER 2020.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Luis Rosas, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 28.3

AMENDMENT NO. 1

This **Amendment No. 1** to **Work Authorization No. 28.3** (“Amendment”) 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, (“Agreement”), between the Camino Real Regional Mobility Authority (“Authority”) and Atkins North America, Inc. (“GEC”). This **Amendment** 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. 28.3** for the GEC to provide various construction management services, including oversight, inspection and testing services, for the Zaragoza POE, Pan American Drive & Winn Road Build/Improvements Project (Project). The construction of the Project has exceeded the time estimated by the GEC in its original fee estimate, but the Authority desires the GEC to continue to provide services. The Authority therefore desires to amend the original Work Authorization. The terms and additional compensation for this Amendment 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 general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT “A-1”**, which is incorporated herein for all purposes to supplement the Scope of Services originally enumerated within **“EXHIBIT “A”** of Work Authorization No. 28.3.

Section B. - Schedule

The GEC shall commence the performance of the services required by **EXHIBIT “A-1”** upon the execution of this Amendment.

Section C. - Compensation

In return for the performance of the additional obligations identified within this Amendment, the Authority shall pay to the GEC an additional not to exceed amount of EIGHTY FIVE THOUSAND SEVEN HUNDRED AND FIFTY SIX AND 66/100 DOLLARS (\$85,756.66), 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. 28.3. Compensation shall be made in accordance with the Agreement. Invoices shall be provided by the GEC in accordance with **EXHIBIT “C”** of Work Authorization No. 28.3.

[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. 28.3
AMENDMENT NO.1

ADDITIONAL SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Amendment No. 1 to Work Authorization No. 28.3** covers the extra services requested of the Authority's General Engineering Consultant (GEC) associated with the construction engineering, inspection and testing for the Winn Road 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 inspection in accordance with the Interlocal Agreement between the CRRMA and City of El Paso (COEP). 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 (COEP)

- a. Construction Management Services
 - CRRMA and COEP 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;
- Inspection and reporting of installed work;
- Material on hand processing;
- Material submittal review and approval;
- Maintain correspondence log; and
- Maintain receive items log.

2. Task 2 - Project Closeout Services (COEP)

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

3. Task 3 - Project Controls

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

[END OF EXHIBIT]

**WA No. 28.3 Amendment #1
Winn Rd Construction Engineering and Inspection**

<u>TASK</u>		<u>TOTAL</u>
		<u>City</u>
TASK 1 CONSTRUCTION PROJECT MANAGEMENT (City)	\$	71,732.66
Other Direct Costs (City)	\$	14,024.00
TOTAL	\$	85,756.66

Month #	1.0	2.0	3.0	Hourly	Burden	Sum	Total Dollars
				Rate	Rate	Hrs.	
TASK 1 CONSTRUCTION PROJECT MANAGEMENT (City)							
Project Engineer	174			\$50.34	\$145.20	174	\$25,264.36
						Sub-Total	\$25,264.36
Inspection of work in progress (City)							
Field Inspection		174	87.0	\$44.81	\$129.53	261	\$33,808.16
Project Engineer		87		\$50.34	\$145.52	87	\$12,660.14
						Sub-Total	\$46,468.30
Other Direct Costs (City)							
				Rate		Sum	Total
Testing (City)	\$ 7,012.00	\$ 7,012.00			1	\$ 14,024.00	\$14,024.00
						Sub-Total	\$14,024.00
						Total	\$85,756.66