

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) selected a general engineering consultant (GEC) for the provision of various engineering and other consultant services to the CRRMA from time to time;

WHEREAS, the CRRMA and its GEC previously entered into Work Authorization No. 36, whereby the GEC provided certain design oversight services, related to the Fabens Airport Deceleration Lane Improvements Project (Project); and

WHEREAS, the CRRMA and its GEC now desire to amend Work Authorization No. 36 for the GEC to provide construction engineering, inspection, and testing and associated oversight support to the CRRMA as may be required for the 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. 1 to Work Authorization No. 36** 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 various construction oversight services (engineering, inspection, and testing) necessary for the completion of the El Paso County Fabens Airport Deceleration Lane Improvements Project.

PASSED AND APPROVED THIS 10TH DAY OF MARCH 2021.

**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. 36

AMENDMENT NO. 1

This **Amendment No. 1** to **Work Authorization No. 36** is made as of this _____ day of _____, 2021 (the “Amendment”), 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** 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. 36** for the GEC to provide certain design oversight services related to various improvements to the El Paso County Fabens Airport (“Airport”) including a deceleration lane and associated roadway improvements at the Airport (“Project”). This **Amendment** is intended supplement **Work Authorization No. 36** to allow the GEC to provide certain construction phase oversight services, including construction engineering, inspection, and testing services, for the Project. The terms and additional compensation for this Work Authorization 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 general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT “A-1”** to this **Amendment**, 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-1”** 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 **Amendment**, the Authority shall pay to the GEC an additional not to exceed amount of ONE HUNDRED FOURTEEN THOUSAND THIRTY-TWO AND 03/100 DOLLARS (\$114,032.03), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B-1”**. 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. 36.

[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: _____

EXHIBIT A-1
WORK AUTHORIZATION NO. 36 AMENDMENT NO. 1

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Amendment No. 1 to Work Authorization No. 36** covers services requested of the Authority's General Engineering Consultant (GEC) associated with the construction engineering, inspection, and testing for the Fabens Airport Deceleration Lane Improvements 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. 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 among the Authority, County of El Paso (County). 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

- Authority 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. Task 2 – Project Closeout Services**a. Project Closeout Services**

- Verification and documentation of contract requirements adherence;
- As-Built drawings;
- Material Testing Summary;
- Construction records closeout; and
- Final estimate.

3. Task 3 – Project Controls**a. Project Controls**

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

4. ASSUMPTIONS**a. Services Provided by Others**

This work authorization 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;
- All hazardous material mitigation; and
- Construction.

b. Schedule

The Work Authorization assumes a 4-month project schedule for the County work. If the Contractor's schedule is delayed beyond reasonable expectations, the budget provided in Exhibit B-1 may not cover all GEC project expenses and a supplemental work authorization maybe requested.

c. Funding Source

This Amendment assumes the Project is funded entirely from County of El Paso general funds or vehicle registration fee bond proceeds.

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", which is attached to the original Work Authorization No. 36.

[END OF EXHIBIT]

**EXHIBIT B-1
WORK AUTHORIZATION NO. 36 AMENDMENT NO. 1**

FEE ESTIMATE SUMMARY

**WA No. 36 Amendment No. 1
Fabens Airport - Deceleration Lane
Construction Engineering & Inspection and Testing**

<u>TASK</u>	<u>TOTAL</u>
Atkins	\$ 97,050.03
CQC	\$ 13,682.00
Other Direct Costs	\$ 3,300.00
TOTAL	\$ 114,032.03

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

TASK 1 CONSTRUCTION PROJECT MANAGEMENT

Administration	1	1	1	\$26.24	\$75.68	3	\$227.05
Record Keeping	2	2	2	\$28.42	\$81.97	6	\$491.84
Project Manager	88	88	40	\$46.09	\$132.94	216	\$28,714.83
Sub-Total							\$29,433.72

Inspection of work in progress

Chief Field Inspection	174	174	174.0	\$44.81	\$129.53	522	\$67,616.31
Sub-Total							\$67,616.31

Other Direct Costs

	Rate	Sum	Total
Vehicle #1	1.00	1.00	1.00
Testing (County)	\$ 6,841.00	\$ 6,841.00	1
Sub-Total			\$16,982.00

Total \$114,032.03

[END OF EXHIBIT]