

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) and the County of El Paso (County) have entered into an interlocal agreement, whereby the County will provide funding for the CRRMA to complete design plans for various bus passenger shelters and sidewalks in El Paso County, and the CRRMA has engaged an engineering firm (Engineer) to develop such design plans; and

WHEREAS, the CRRMA previously engaged its general engineering consultant (GEC) via Work Authorization No. 35, as amended by Amendment No. 1, to provide design oversight, procurement, and associated support to the CRRMA as may be required for the completion of the referenced design plans; and

WHEREAS, the CRRMA and GEC now desire to further amend the work authorization in order to include construction phase services as requested by the County.

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. 35** 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 certain construction phase services necessary for the construction of various bus passenger shelters and sidewalks in El Paso County.

PASSED AND APPROVED THIS 14TH DAY OF JULY 2021.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Dorothy M. (Sissy) Byrd
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 35

AMENDMENT NO. 2

This **Amendment No. 2** to **Work Authorization No. 35** is made as of this _____ day of _____, 2021, 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. 35** for the GEC to provide design oversight and construction procurement services for bus passenger shelters, sidewalks, and other requested work within the County of El Paso (Project). The work authorization was subsequently revised, via **Amendment No. 1**, to provide compensation to the GEC for additional oversight services arising from the request from El Paso County to develop additional shelters and sidewalks for the Project. This **Amendment No. 2** seeks to provide additional compensation to the GEC for certain construction phase services requested by El Paso County associated with the installation of certain sidewalks and shelters.

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 for all purposes.

Section B. - 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 ONE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED SIX AND 86/100 DOLLARS (\$158,506.86), based on the supplemental Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT B-2**. The additional compensation enumerated within **EXHIBIT B-2** shall further supplement the compensation identified in **EXHIBIT B** of Work Authorization No. 35 and supplemented by **EXHIBIT B-1** of Amendment No. 1.

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: _____	Signature: _____
By: <u>Raymond L. Telles</u>	By: _____
Title: <u>Executive Director</u>	Title: _____
Date: _____	Date: _____

EXHIBIT A-1
WORK AUTHORIZATION NO. 35
AMENDMENT NO. 2

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Amendment No. 2 to Work Authorization No. 35** covers services requested of the Authority's General Engineering Consultant (GEC) associated with the construction engineering, inspection, and testing for the Bus Shelters and Sidewalks 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 among the Authority and 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

- 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 received items log.

2. Task 2 – 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

- 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 5-month project schedule for the County work. If the Contractors' schedule is delayed beyond reasonable expectations, the budget provided in Exhibit B-2 may not cover all GEC project expenses and a supplemental work authorization maybe required.

c. Funding Source

This work authorization assumes the Project is funded entirely from County of El Paso general funds.

d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Exhibit "B-2" 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. 35.

[END OF EXHIBIT]

EXHIBIT B-2

FEE ESTIMATE SUMMARY

**WA No. 35 Amendment #2
Canutillo Sidewalks
Construction Engineering & Inspection and Testing**

	<u>TASK</u>		<u>TOTAL</u>
Atkins		\$	56,693.63
CQC		\$	19,968.12
Other Direct Costs		\$	2,750.00
	SUB TOTAL	\$	79,411.75

FEE ESTIMATE SUMMARY

**WA No. 35 Amendment #2
Bus Shelters
Construction Engineering & Inspection and Testing**

	<u>TASK</u>		<u>TOTAL</u>
Atkins		\$	62,515.71
CQC		\$	13,829.40
Other Direct Costs		\$	2,750.00
	SUB TOTAL	\$	79,095.11
	TOTAL	\$	158,506.86

WA No. 35 Amendment #2 - Canutillo Sidewalks							
Month #	1.0	2.0	3.0	4.0	5.0	Sum	Total Dollars
						Hrs.	

TASK 1 CONSTRUCTION PROJECT MANAGEMENT

Administration	0.5	0.5	0.5	0.5	0.5	3	\$189.21
Record Keeping	1	1	1	1	1	5	\$409.86
Project Manager	8	8	8	8	8	40	\$5,317.56
						Sub-Total	\$5,916.63

Inspection of work in progress

Chief Field Inspection	88	88	88	88	40	392	\$50,777.00
						Sub-Total	\$50,777.00

Other Direct Costs

Vehicle #1	0.50	0.50	0.50	0.50	0.50	2.50	\$2,750.00
Testing (County)	\$ 4,992.03	\$ 4,992.03	\$ 4,992.03	\$ 4,992.03		\$ 19,968.12	\$19,968.12
						Sub-Total	\$22,718.12
						Total	\$79,411.75

WA No. 35 Amendment #2 - Bus Shelters							
Month #	1.0	2.0	3.0	4.0	5.0	Sum	Total Dollars
						Hrs.	

TASK 1 CONSTRUCTION PROJECT MANAGEMENT

Administration	0.5	0.5	0.5	0.5	0.5	3	\$189.21
Record Keeping	1	1	1	1	1	5	\$409.86
Project Manager	16	16	16	16	12	76	\$10,103.37
						Sub-Total	\$10,702.44

Inspection of work in progress

Chief Field Inspection	88	88	88	88	48	400	\$51,813.27
						Sub-Total	\$51,813.27

Other Direct Costs

Vehicle #1	0.50	0.50	0.50	0.50	0.50	2.50	\$2,750.00
Testing (County)	\$ 3,457.35	\$ 3,457.35	\$ 3,457.35	\$ 3,457.35		\$ 13,829.40	\$13,829.40
						Sub-Total	\$16,579.40
						Total	\$79,095.11

[END OF EXHIBIT]