

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) entered into an Agreement for General Consulting Civil Engineering Services with Atkins North America, Inc. (GEC) with an effective date of July 24, 2015 for a term of five (5) years, with options to extend by two additional, one-year periods; and

WHEREAS, the Authority and GEC entered into a First Amendment to the Agreement dated September 22, 2020, which exercised the first one-year extension period; and

WHEREAS, the CRRMA has determined that it is in its best interest for the GEC to continue to provide general engineering consulting services to the CRRMA for an additional year while the CRRMA procures a general engineering consultant; and

WHEREAS, the CRRMA Board therefore desires to authorize the execution of an amendment to the Agreement to exercise the second one-year extension as well as authorize staff to begin a procurement process for a general engineering consultant.

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

THAT the Executive Director is hereby authorized to execute an amendment to the Agreement for General Consulting Civil Engineering Services with Atkins North America, Inc. to exercise the second one-year extension; and **THAT** the Executive Director is further authorized to commence a procurement process for selection of a general engineering consultant.

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

**SECOND AMENDMENT TO AN AGREEMENT FOR
GENERAL CONSULTING CIVIL ENGINEERING SERVICES**

THIS SECOND AMENDMENT is made as of this _____ day of _____, 2021, by and between the **CAMINO REAL REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the “Authority,” and **ATKINS NORTH AMERICA, INC.**, hereinafter referred to as the “GEC”.

W I T N E S S E T H:

WHEREAS, the Authority entered into an Agreement for General Consulting Civil Engineering Services with the GEC dated July 24, 2015 (the Agreement) whereby the GEC agreed to provide various general engineering consulting services to the Authority for a period of five (5) years, with options to extend by two additional, one-year periods;

WHEREAS, the Authority and GEC entered into a First Amendment to the Agreement dated September 22, 2020, which exercised the first one-year extension period permitted by the Agreement;

WHEREAS, the Authority and its GEC are currently involved in various pursuits that will continue past the expiration of the initial five year period and the first extension and the Authority has determined that it is in its best interest for the GEC to continue to provide general engineering consulting services to the Authority for a period of one additional year; and

WHEREAS, the Authority and the GEC therefore desire to extend the term of the Agreement by one additional one year term.

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the parties, the Authority and GEC hereby agree to the following:

I. EXTENSION OF TIME OF PERFORMANCE.

Section 5. of the Agreement shall be revised as follows:

TIME OF PERFORMANCE.

It is understood and agreed that the term of this Agreement shall be for a ~~six (6)~~ seven (7) year period, commencing on the date first noted above, ~~but may be extended at the sole option of the Authority for one (1) additional one (1) year periods;~~ subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below or further extension upon agreement of both parties. The GEC shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the GEC’s reasonable control. Should such circumstances occur, the GEC shall, within a reasonable time, give notice to the Authority describing the circumstances and the efforts being

made to resume performance. The GEC shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

II. REMAINING TERMS AND CONDITIONS.

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement for General Consulting Civil Engineering Services by and between the Authority and GEC dated July 24, 2015, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

Authority: Camino Real Regional Mobility
Authority

GEC: Atkins North America, Inc. (formerly
Post, Buckley, Schuh & Jernigan, Inc.)

Signature:

Signature:

By: Raymond L. Telles

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____