

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and El Paso County (County) have executed an agreement, whereby the County will provide funding and the CRRMA, through its consultants, will complete the plans necessary for the development of a fuel farm expansion and an automated weather observing system (AWOS) at the County's Fabens Airport; and

**WHEREAS**, the CRRMA and its general engineering consultant (GEC) entered into a work authorization in order for the GEC to provide the engineering and associated services necessary for the referenced fuel farm and AWOS projects; and

**WHEREAS**, the County has identified funding for completion of the plans, bidding phase, and design services during construction for the fuel farm expansion, and the CRRMA and its GEC now desire to further supplement the referenced work authorization to allow the GEC to provide the referenced additional support for the fuel farm expansion.

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

**THAT** the Executive Director be authorized to execute a third amendment to **Work Authorization No. 44** 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 additional support necessary for the planned fuel farm expansion at the El Paso County Fabens Airport.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF JANUARY 2024.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Joyce A. Wilson, Chair

\_\_\_\_\_  
Dorothy M. (Sissy) Byrd  
Board Treasurer / Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director

## **WORK AUTHORIZATION NO. 44**

### **AMENDMENT NO. 3**

This **Amendment No. 3** to **Work Authorization No. 44** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (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 executed **Work Authorization No. 44** for the GEC to provide engineering and associated services necessary for the design and construction of an automated weather observing system (AWOS) and expanded fuel farm for the El Paso County Fabens Airport. **Amendment No. 1** was executed to allow the GEC to update the bid documents, provide bid phase services, and design services during construction, for the AWOS. **Amendment No. 2** was executed to allow the GEC to provide additional coordination support and letting services for the AWOS. **This Amendment No. 3** is intended to incorporate additional design, letting, and design services during construction services for the fuel farm expansion. 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 additional general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT A-3** to this Amendment, which is attached hereto and incorporated herein for all purposes. Such additional services shall supplement those originally identified in **Work Authorization No. 44**, as amended.

#### **Section B. – Schedule**

The GEC shall commence the performance of the additional services contemplated herein, upon execution of this Amendment.

#### **Section C. – Compensation**

In return for the performance of the additional services requested herein, the Authority shall pay to the GEC an additional not to exceed amount of FORTY-ONE THOUSAND TWO HUNDRED SIXTEEN AND 00/100 DOLLARS (\$41,216.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT C-3**. Accordingly, the total not to exceed amount from **Work Authorization No. 44**, as amended, shall be TWO HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY-FIVE AND 59/100 DOLLARS (\$202,375.59). Compensation shall be made in accordance with the Agreement. Invoices shall continue to be provided by the GEC in accordance with **EXHIBIT “C”** of **Work Authorization No. 44**.

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-3****SERVICES TO BE PROVIDED BY THE GEC****PROJECT DESCRIPTION**

The scope of this Amendment No. 3 includes the following additional tasks for the fuel farm expansion:

1. Provide updated bid package documents for letting and provide detailed construction schedule.
2. Provide bidding phase services.
3. Provide Design Services During Construction (DSDC) services for the Fuel Farm installation.

**FUEL FARM EXPANSION SERVICES****1. TASK 1 – UPDATE BID PACKAGE & PROVIDE CONSTRUCTION SCHEDULE**

- The GEC will update the bid package with the latest Local Government specifications and special provisions and FAA requirements. As FAA Advisory Circular 150/5230-4B was cancelled on 9/23/2021 in favor of 150/5230-4C, the GEC will modify the existing plans as needed to accommodate Authority modifications and permitting updates.
- The GEC will provide a detailed construction schedule.

**2. TASK 2 - BIDDING PHASE SERVICES & CONSTRUCTION LETTINGS**

- GEC will attend Pre-bidding meeting (1) via telecon.
- During the project bidding, GEC will assist to provide responses to technical questions and prepare required Addenda for the bid opening.
- Consultant will conduct a bidder's analysis and provide a bid tabulation and a letter of recommendation of award.
- Evaluation of Authority and El Paso County procurement policies and procedures.
- Developing letting schedules.
- Packaging of the construction letting documents.
- Management of letting process.
- Coordination with the Authority, Authority legal counsel, and other stakeholders.
- Review and assistance in evaluation of the response to letting packages.

**3. TASK 3 – DESIGN SERVICES DURING CONSTRUCTION (DSDC)**

- Construction Management Program (CMP) includes authoring and submission to the Authority prior to the start of construction.
- Pre-Construction Conference (1) – attendance in person and virtual.
- Shop Drawing Review includes reviewing contractor submitted shop drawings of materials for general conformance with the plans and specifications for the project.
- Requests for Information (RFI) responses to contractor clarification questions during the project. This task is limited to the hours shown in the fee document.
- Construction Revisions (CR) will be completed if/when an RFI, an approved material substitution request, or unforeseen existing conditions require changes to the plan documents. The level of effort for CRs will depend on the specific need. If revisions are necessary and will exceed the total shown in the fee document, additional work may be subject to an additional fee request. Consultant will notify the Authority in advance of any CR that will require greater effort and will continue with the CR only after receiving notification in writing from the Authority to proceed.

- Change Order requests will be evaluated by the GEC for any change to the schedule, costs, material substitutions, and will recommend to the Authority to either approve or disapprove the request.
- Site visits will be performed by the GEC upon request. Site reports will be generated and provided to SAIA within 7 calendar days of the visit. Additional site visits will be made prior to paving operations and at fuel tank commissioning.
- Progress Meetings will be attended on an as needed basis.
- Final Observation and Commissioning will be completed for the project. This will require 1 trip by a GEC representative for Final Observation. The inspection is intended to confirm the project has satisfied the project plans and specifications, and that the contractor has met its obligations to the contract thereunder.
- Record Drawings will be completed based on contractor provided redlines, RPR observations, and any RFI/Construction Revisions issued during the project. These will be delivered in PDF and CAD formats.
- Collect project closeout checklist items from the On-site inspector(s), and contractor to create a Grant/Project Closeout Report, incorporating the items required for contract closeout. This includes, but is not limited to, contractor payments/invoices, materials testing costs, inspection costs, and project construction documentation (daily, progress reports, progress photos, material submittals, plans, specifications, quantity reconciliation and descriptions, etc.).
- Warranty Walk-thru will be completed on or before the 11th month following substantial completion of the project. This walk-thru will be attended by contractor, the Authority, and GEC staff with the intent of identifying any issues with the project elements that are eligible for warranty replacement/correction.

#### 4. SCHEDULE

- This work authorization assumes the project schedules will follow a reasonably normal project construction schedule. If the GEC's services or the letting schedules are delayed beyond reasonable expectations, the budget provided may not cover all project development expenses, but no additional expenses shall be incurred by the GEC without prior written approval of the Authority.

ANTICIPATED PROJECT SCHEDULE	
Update Bid Package	NTP + 3 Weeks
Bidding Services	Bid Advertisement + 4 Weeks
Administrative NTP and Mobilization	Bid Award
Pre-Construction Meeting	TBD
Construction	4 Months
Closeout	2 Months after Final Completion
Warranty Walk-thru	11 <sup>th</sup> Month after Final Completion

**[END OF EXHIBIT]**

**EXHIBIT C-3****FEE ESTIMATE SUMMARY**

**Fabens Airport Fuel Farm  
Amendment #3 to Work Authorization #44**

<b><u>FIRM</u></b>	<b><u>TASK</u></b>	<b><u>TOTAL</u></b>
Atkins	Project Management	\$ 1,499.00
	Update Bid Package	\$ 5,304.00
	Bidding Phase Services and Construction Lettings	\$ 9,038.00
	Sub Total	\$ 15,841.00
	Design Services During Construction (DSDC)	\$ 17,148.00
	Site Visits Include:	
	- Distribution Equipment is ready to be energized	
	- FAA Certification/Installer Calibration	
	- Progress Meetings (in-person when required)	
	- Final Observation and Commissioning	
	Project Closeout	\$ 2,660.00
	Other Direct Expenses	\$ 5,567.00
	Sub Total	\$ 25,375.00
	<b>TOTAL</b>	<b>\$ 41,216.00</b>

Atkins E25 Fabens Fuel Farm									
Task Description	Project Director	Senior Project Manager	Senior Civil Engineer	Senior Project Engineer	Junior Engineer II	Senior Electrical Engineer	Admin / Clerical	TOTAL LABOR HOURS	TOTAL LABOR COST
	Edgar	Ben Seaman	Michael Shangreux	Cesar Nevarez	Sydney Sziber	Kent	Valerie Maldonado		\$35,649.00
<b>Project Management</b>								9	\$ 1,499.00
1. Project Management								9	\$ 1,499.00
1.1 Develop a Project Management/Work/Staffing Plan	1	2					2	5	\$ 925.00
1.2 Develop a Project schedule			2				2	4	\$ 574.00
HOURS SUB-TOTALS	1	2	2	0	0	0	4	9	
CONTRACT RATE PER HOUR	\$255.00	\$215.00	\$167.00	\$183.00	\$111.00	\$185.00	\$120.00		
TOTAL LABOR COSTS	\$255.00	\$430.00	\$334.00	\$0.00	\$0.00	\$0.00	\$480.00	\$1,499.00	
% DISTRIBUTION OF STAFF HOURS	11.11%	22.22%	22.22%	0.00%	0.00%	0.00%	44.44%		
<b>Update Bid Package</b>								40	\$ 5,304.00
2. Modify Existing Plans								40	\$ 5,304.00
2.1 Modify the Existing Plans			6		24			30	\$ 3,666.00
2.2 Detailed Construction Schedule			2		4			6	\$ 778.00
2.3 Atkins 5-Step QC Process		4						4	\$ 860.00
HOURS SUB-TOTALS	0	4	8	0	28	0	0	40	
CONTRACT RATE PER HOUR	\$255.00	\$215.00	\$167.00	\$183.00	\$111.00	\$185.00	\$120.00		
TOTAL LABOR COSTS	\$0.00	\$860.00	\$1,336.00	\$0.00	\$3,108.00	\$0.00	\$0.00	\$5,304.00	
% DISTRIBUTION OF STAFF HOURS	0.00%	10.00%	20.00%	0.00%	70.00%	0.00%	0.00%		
<b>Bidding Phase Services and Construction Lettings</b>								56	\$ 9,038.00
3. Bidding Phase Services								56	\$ 9,038.00
3.1 Pre-Bidding Meeting (1)	2		2	2			2	8	\$ 1,450.00
3.2 Respond to Technical Questions			2		2		4	8	\$ 1,036.00
3.3 Bidder Analysis and Letter of Recommendation			2		2			4	\$ 556.00
3.4 Atkins 5-Step QC Process		4						4	\$ 860.00
3.5 Letting	4			12			16	32	\$ 5,136.00
HOURS SUB-TOTALS	6	4	6	14	4	0	22	56	
CONTRACT RATE PER HOUR	\$255.00	\$215.00	\$167.00	\$183.00	\$111.00	\$185.00	\$120.00		
TOTAL LABOR COSTS	\$1,530.00	\$860.00	\$1,002.00	\$2,562.00	\$444.00	\$0.00	\$2,640.00	\$9,038.00	
% DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
<b>Design Services During Construction (DSDC)</b>								120	\$ 17,148.00
4. DSDC								120	\$ 17,148.00
4.1 Limited Construction Management Program (CMP)			2				4	6	\$ 814.00
4.2 Pre-Construction Conference (1)			2	2			2	6	\$ 940.00
4.3 Shop Drawing Review			8		8	4	8	28	\$ 3,924.00
4.4 Requests for Information (RFI)			4		2	2	8	16	\$ 2,220.00
4.5 Construction Revisions (CR)			8		16	2		26	\$ 3,482.00
4.6 Change Order Requests			2		2		4	8	\$ 1,036.00
4.7 Site Visits									\$ 4,732.00
4.7.1 Paving Operations				2			2	4	\$ 606.00
4.7.2 Fuel Tank Commissioning				4			2	6	\$ 972.00
4.8 Progress Meetings			4	2			4	10	\$ 1,514.00
4.9 Final Observation and Commissioning			4	4			2	10	\$ 1,640.00
HOURS SUB-TOTALS	0	0	34	14	28	8	36	120	
CONTRACT RATE PER HOUR	\$255.00	\$215.00	\$167.00	\$183.00	\$111.00	\$185.00	\$120.00		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$5,678.00	\$2,562.00	\$3,108.00	\$1,480.00	\$4,320.00	\$17,148.00	
% DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	28.33%	11.67%	23.33%	6.67%	30.00%		
<b>Project Closeout</b>								20	\$ 2,660.00
5. Project Closeout								20	\$ 2,660.00
5.1 Record Drawings			2		2		4	8	\$ 1,036.00
5.2 Grant/Project Closeout Report			2		4		4	10	\$ 1,258.00
5.3 Warranty Walk-thru				2				2	\$ 366.00
HOURS SUB-TOTALS	0	0	4	2	6	0	8	20	
CONTRACT RATE PER HOUR	\$255.00	\$215.00	\$167.00	\$183.00	\$111.00	\$185.00	\$120.00		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$668.00	\$366.00	\$666.00	\$0.00	\$960.00	\$2,660.00	
% DISTRIBUTION OF STAFF HOURS	0.00%	0.00%	20.00%	10.00%	30.00%	0.00%	40.00%		
<b>TOTAL PROJECT HOURS</b>	7	10	54	30	66	8	70	245	
<b>PROJECT TOTALS</b>	\$1,785.00	\$2,150.00	\$9,018.00	\$5,490.00	\$7,326.00	\$1,480.00	\$8,400.00	\$35,649.00	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	2.86%	4.08%	22.04%	12.24%	26.94%	3.27%	28.57%		
Atkins: Overhead 157.53%, Profit 12%, Multiplier 2.8843									

PROJECT: E25 Fabens Fuel Farm				
Atkins (PRIME)				
OTHER DIRECT EXPENSES				
Other Direct Expenses	QTY	UNITS	RATE	TOTAL
Lodging/Hotel (Taxes/fees not included) (Current state rate)	4	night	\$98.00	\$392.00
Lodging/Hotel Taxes/fees	4	night	\$27.00	\$108.00
Meals (overnight stay required) (Excluding alcohol)	6	day	\$59.00	\$354.00
Rental Car (Tax/fees not included)	6	day	\$50.00	\$300.00
Rental Car Taxes/fees	6	day	\$20.00	\$120.00
Rental Car Fuel	6	day	\$30.00	\$180.00
Mileage (Current state rate)	600	mile	\$0.655	\$393.00
Air Travel	2	each	\$800.00	\$1,600.00
Parking	6	day	\$20.00	\$120.00
Newspaper Advertisement	1	each	2,000.00	\$2,000.00
<b>Other Direct Expense Total</b>				<b>\$5,567.00</b>

[END OF EXHIBIT]