

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, as amended, whereby the County will provide funding and the CRRMA will engage a consultant to provide certain design services for the improvement of the County's Fabens Airport, including hangars, a survey, and T-hangars;

WHEREAS, the CRRMA and its general engineer consultant (GEC) executed a work authorization for the GEC to provide engineering and oversight support to the CRRMA while design plans for certain box hangars and associated improvements were being designed; and

WHEREAS, the referenced design plans are complete, the CRRMA has engaged a construction contractor, and the CRRMA now desires to engage the GEC to provide certain construction phase services.

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

THAT the Executive Director be authorized to execute **Amendment No. 5 to Work Authorization No. 36.1** 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 construction phase services for the construction of certain box hangars and related improvements at the El Paso County Fabens Airport.

PASSED AND APPROVED THIS 13TH DAY OF MARCH 2024.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

James L. (Jim) Smith, Vice Chair

Monica L. Perez
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 36.1

AMENDMENT NO. 5

This **Amendment No. 5** to **Work Authorization No. 36.1** 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 entered into **Work Authorization No. 36.1** for the GEC to provide certain design oversight and construction procurement services for the Fabens Airport Improvements – Hangar Design Project (“Project”), which was supplemented by **Amendment No. 1**, **Amendment No. 2**, **Amendment No. 3**, and **Amendment No. 4**. This **Amendment No. 5** is intended to further supplement **Work Authorization No. 36.1**, to allow the GEC to provide construction phase services, including construction engineering, inspection and testing, oversight, management, and other support activities, as the Project advances to the construction phase for certain box hangars and related improvements. 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 those construction phase services identified within **EXHIBIT A-1**, which is attached hereto for all purposes. The additional activities identified within **EXHIBIT A-1** shall supplement the prior activities requested of the GEC, as identified in **EXHIBIT A** of **Work Authorization No. 36.1**.

Section B. – Schedule

The GEC shall commence the performance of the additional services contemplated herein, upon execution of this **Amendment No. 5**.

Section C. – Compensation

In return for the performance of the additional services required herein, the Authority shall pay to the GEC an additional not to exceed amount of ONE MILLION ONE HUNDRED FORTY THOUSAND THREE HUNDRED SIXTY-NINE AND 60/100 DOLLARS (\$1,140,369.60), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT B-5**. 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. 36.1**.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXHIBIT A-1

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Amendment No. 5 to Work Authorization No. 36.1** covers the services requested of the GEC associated with the construction engineering, inspection, and testing for the 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 for the Fabens Airport Improvements – Hangars Project.

Payment for work performed under this work authorization is subject to the Agreement. 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 (in addition, assist the County in preparing an estimate prior to sending to US Economic Development Administration (EDA) for review of 1 hangar only) 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.
- Assist with Open House

2. Task 2 – Project Closeout Services

- Verification and documentation of contract requirements adherence;
- TDLR coordination;
- 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 36-month project schedule. If the Contractor's schedule is delayed beyond reasonable expectations, the budget provided in **EXHIBIT B-5** may not cover all GEC project expenses and a supplemental work authorization maybe required.

c. Funding Source

This work authorization assumes the construction activities are funded in part by federal funds.

d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in **EXHIBIT B-5** 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

GEC invoices shall be provided in accordance with **EXHIBIT C** of Work Authorization No. 36.1.

[END OF EXHIBIT]

EXHIBIT B-5**FEE ESTIMATE SUMMARY**

**Fabens Airport Hangars
Construction Engineering & Inspection and Testing
WA No. 36.1
Amendment No. #5**

<u>TASK</u>	<u>TOTAL</u>
Atkins	\$ 454,797.94
ECM	\$ 476,619.66
Other Direct Costs (Atkins)	\$ 9,900.00
Other Direct Costs (ECM)	\$ 46,828.00
Other Direct Costs (CQC)	\$ 152,224.00
TOTAL	\$ 1,140,369.60

Month #	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
TASK 1 CONSTRUCTION PROJECT MANAGEMENT																						
Project Director (Atkins)	4	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	4	4	\$98.80	\$284.97	46	\$13,108.73
Senior Engineer II (Atkins)	6	4	4	4	4	4	4	4	4	4	4	2	2	2	2	2	8	8	\$72.80	\$209.98	74	\$15,538.48
Project Coordinator (Atkins)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	\$33.28	\$95.99	72	\$6,911.33
Administrative Coordinator (Atkins)	86	86	86	86	80	80	80	80	80	80	80	80	86	86	86	86	88	88	\$36.40	\$104.99	1,504	\$157,904.70
Associate Construction Manager (Atkins)	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	88	\$57.20	\$164.98	1,584	\$261,334.69
Sr Project Manager (ECM)	6	4	4	4	4	4	10	10	10	10	10	9	9	9	9	9	9	6	\$70.00	\$220.38	135	\$29,751.62
																					Sub-Total	\$484,548.56
Inspection of work in progress																						
Field Representative I (ECM)	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	120	\$46.37	\$145.99	3,061	\$446,868.04
																					Sub-Total	\$446,868.04
																					Total	\$931,417.60
Other Direct Costs																						
Vehicle #1 (Atkins)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5		Rate	Sum	Total	
Code Inspections, 4 hangars (ECM)																			\$1,100.00	9	\$9,900.00	
Vehicle #2 (ECM)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		\$38,828.00	1	\$38,828.00	
Testing (CQC)	1	1	1	1	1	1	1	1	1	1									\$15,222.40	10	\$152,224.00	
Atkins: Overhead 157.53%, Profit 12%, Multiplier 2.8843																					Sub-Total	\$208,952.00
																					Total	\$1,140,369.60

[END OF EXHIBIT]