

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

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the County of El Paso (County) executed an interlocal agreement, whereby the County provides funding and the CRRMA, through its consultants, completes plans necessary for the development of the Tom Mays Drive Extension Project; and

**WHEREAS**, the CRRMA and its General Engineering Consultant (GEC) executed a work authorization, which was subsequently amended, for the GEC to provide program management, oversight, and stakeholder coordination services to the CRRMA, as is required for the successful completion of the referenced project; and

**WHEREAS**, the CRRMA and its GEC now desire to further supplement the referenced work authorization to allow the GEC to provide additional program management and oversight services not originally anticipated for the project.

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

**THAT** the Executive Director be authorized to execute **Amendment No. 3 to Work Authorization No. 49** 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 program management and oversight services necessary for the Tom Mays Drive Extension Project.

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

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
James L. (Jim) Smith, Vice Chair

**ATTEST:**

\_\_\_\_\_  
Monica L. Perez  
Board Secretary

**APPROVED AS TO CONTENT:**

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

## **WORK AUTHORIZATION NO. 49**

### **AMENDMENT NO. 3**

This **Amendment No. 3** to **Work Authorization No. 49** 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. 49** for the GEC to provide certain design oversight and support services for the Tom Mays Drive Extension Project, which was supplemented by **Amendment No. 1** and **Amendment No. 2**. This **Amendment No. 3** is intended to further supplement **Work Authorization No. 49** to allow the GEC to provide oversight services related to additional landscaping design requested by El Paso County to be added to 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 in accordance with those originally identified within **Work Authorization No. 49**, 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 TWELVE THOUSAND FIFTY-TWO AND 43/100 DOLLARS (\$12,052.43), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT B-3**. Accordingly, the total not to exceed amount from **Work Authorization No. 49**, **Amendment No. 1**, **Amendment No. 2**, and this **Amendment No. 3** shall be ONE HUNDRED TEN THOUSAND SEVEN HUNDRED SIXTY-TWO AND 72/100 DOLLARS (\$110,762.72). 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. 49**.

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

**EXHIBIT B-3  
WORK AUTHORIZATION NO. 49  
AMENDMENT NO. 3  
Atkins (the "GEC")**

## FEE ESTIMATE SUMMARY

**Tom Mays  
Work Authorization #49  
Amendment #3**

<u>TASK</u>	<u>TOTAL</u>
MANAGEMENT OF ENGINEERING SERVICES	\$ 12,052.43
<b>TOTAL</b>	<b>\$ 12,052.43</b>

MONTH	1	2	3	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
<b>MANAGEMENT OF ENGINEERING SERVICES</b>							
<b>a. Project Coordination/Administration</b>							
Project Director (Atkins)	2	2	2	\$101.31	\$292.21	6	1,753.27
Project Coordinator I (Atkins)	4	4	4	\$32.00	\$92.30	12	1,107.59
Sr. Engineer IV	2	2	2	\$73.00	\$210.56	6	1,263.34
						<b>Sub-Total</b>	<b>4,124.20</b>
<b>b. Project Management Plan/Design Criteria</b>							
Project Director (Atkins)	2	2	2	\$101.31	\$292.21	6	1,753.27
Sr. Engineer IV	3	3	3	\$73.00	\$210.56	9	1,895.01
						<b>Sub-Total</b>	<b>3,648.28</b>
<b>c. Schematic Development/Design Reviews</b>							
Project Director (Atkins)	2	2	2	\$101.31	\$292.21	6	1,753.27
Sr. Engineer IV	4	4	4	\$73.00	\$210.56	12	2,526.68
						<b>Sub-Total</b>	<b>4,279.95</b>
						<b>TOTAL=</b>	<b>12,052.43</b>

Atkins: Overhead 157.53%, Profit 12%, Multiplier 2.8843

[END OF EXHIBIT]