

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) previously selected Atkins North America, Inc. as a general engineering consultant (GEC) to the CRRMA for the provision of various engineering and other consultant services to the CRRMA on an as-needed basis; and

WHEREAS, the CRRMA has entered into an Interlocal Agreement for the Winn Road Project (Project) with the City of El Paso whereby the CRRMA will develop and construct the Project; and

WHEREAS, the CRRMA and its GEC previously entered into a work authorization for preliminary planning and development services for the Project and now desire to execute a supplemental work authorization in order for the GEC to provide general engineering, planning and development services to the CRRMA as will be required for the Project.

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

THAT the Executive Director be authorized to execute **Work Authorization No. 28.1** with Atkins North America, Inc., including any additional documents or materials as may be required, for general engineering, planning and development services on the Winn Road Project.

PASSED AND APPROVED THIS 10TH DAY OF FEBRUARY 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joe D. Wardy, Vice Chair

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 28.1

This **Work Authorization No. 28.1** is made as of this ____ day of _____, 2016, 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 **Work Authorization No. 28.1** 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. 28** for the GEC to provide various preliminary planning and development services necessary for the Authority to develop and execute an Indefinite Deliverable Contract (IDC) for the engineering services required on the Winn Road Project. The scope and fees for such proposed IDC is complete and the Authority desires to execute the same. The Authority also desires to engage the GEC to oversee and manage the environmental, schematic, and detailed engineering services to be provided through such IDC. Therefore, this **Work Authorization No. 28.1** intends to provide program management, oversight of the IDC, and services related to a potential construction letting to the CRRMA as may be required for the Winn Road project.

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 general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT “A”** to this **Work Authorization No. 28.1**, which is incorporated herein for all purposes.

Section B. - Schedule

The GEC shall not commence the performance of any services required by **EXHIBIT “A”** until the Executive Director of the Authority provides a written Notice to Proceed to the GEC.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 28.1**, the Authority shall pay to the GEC an amount not to exceed ONE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY FIVE AND 00/100 DOLLARS (\$177,945.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated January 4, 2016. Compensation shall be made in accordance with the Agreement. Invoices shall be provided by the GEC in accordance with **EXHIBIT “C”**, which is attached hereto and incorporated herein for all purposes.

[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: _____
By: Raymond L. Telles
Title: Executive Director
Date: _____

Signature: _____
By: _____
Title: _____
Date: _____

CAMINO REAL RMA
EXHIBIT A
WORK AUTHORIZATION NO. 28.1

Atkins (the “GEC”)

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 28.1** covers the services requested of the Authority’s General Engineering Consultant (GEC) for program management, administration and oversight of a professional services contract for engineering services (the “Engineer”), and the preparation of a letting package for the Winn Road Project (Project).

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.

1. TASK 1 - PROGRAM MANAGEMENT

The GEC will provide staff to administer, manage, review, and coordinate development of the Project. This staff will represent the Authority’s interest as defined in all applicable Project agreements. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities in this task include:

a. Program Scheduling and Cost Estimating

The GEC shall update program cost estimates. Completion of this Task shall include a complete review of all available data on the Winn Road Project provided by the City of El Paso (COEP), TxDOT, and other Stakeholders. Estimates will include probable costs for the completion of the individual projects, including but not limited to:

- Preliminary Engineering;
- Schematic Design;
- Environmental Approvals;
- Final Engineering (PS&E);
- Right-of-way Acquisition;
- Utility Relocations;
- Environmental Compliance/Mitigation;
- Procurement;
- Construction;
- Construction Management and Oversight;
- Testing;
- Inflation; and
- Other Services as Deemed Necessary.

Upon completion of this evaluation, an approach will be developed for the implementation of the Project. A Master Program Schedule will be prepared that will show critical activities and milestones for the Project. The following major tasks will be included:

- Schematic Design;
- Environmental Studies and Approval;
- Final Engineering (PS&E)
- Right-of-Way Acquisition;
- Utility Relocation;
- Permits; and
- Construction Letting.

b. Project Reporting

- Prepare and issue monthly reports on the Project's status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and prepare reports on DBE/HUB utilization for Engineer's DBE/HUB program, if required.

c. Project Meetings & Documentation

Facilitate the following Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Stakeholder coordination meetings;
- Project Progress Meetings; and
- Issue Resolution Meetings.

d. Project Agreement Support

The GEC shall support the Authority as requested with the development of agreements necessary for the implementation and completion of the Project. Such support could include assisting and coordinating with Authority staff, financial advisors, and others to develop agreements.

e. Document Controls

- Develop and implement a document control plan.
- Maintain Project files for the duration of the Project.
- Transfer program files to the Authority and/or the COEP upon completion of the work or as directed by the Authority.
- Assist the Engineer with compiling and maintaining technical support data.

2. TASK 2 - MANAGEMENT OF ENGINEERING SERVICES

This will include the work required to administer the Authority's professional services consultant contract(s) with the Engineer(s) for the engineering services on the Project.

a. Project Coordination

- Coordinate the details of and participate in a Project kick-off meeting.
- Work with the Authority, COEP, TxDOT, Engineer, third party consultants, utility companies, and public agencies to coordinate Project development.

b. Project Management Plan (PMP)

Review and comment on the Engineer's PMP, components of which will include:

- Project administration;
- Design quality management plan;

- Communications management; and
- Document controls.

c. Administration

- Review and report on the Engineer's submittals of records and reports as required for the Project by the Authority, COEP, TxDOT and/or FHWA.
- Report Project progress and issues in a timely manner.
- Review, monitor, and report on Engineer's Project schedule.
- Maintain accurate records of the costs involved in potential change order work. These records will include labor times in the portion of the work in dispute.

d. Design Criteria

The GEC will work with the Engineer to establish the design criteria to be used by the design team in the production of the deliverables.

e. Schematic Development

The GEC will oversee the schematic plan development. Variances from the configuration will be tracked and resolved through the resolution meetings. The GEC will identify opportunities for changes to the schematic to accommodate Project goals. These opportunities will be coordinated with the Engineer, Authority, COEP, and other project stakeholders.

f. Production Schedule

The GEC will work with the Engineer to understand the design submittal schedule and provide GEC staffing levels to accommodate the Engineer's proposed design production schedule. The Engineer's production schedule will be coordinated with the Authority and COEP to keep Project stakeholders informed of key milestone dates and design review schedules.

g. Work Group Meetings

The GEC will attend the Engineer's design work group meetings. In these meetings, the GEC will stay informed of design development issues and provide guidance to the Engineer when required.

h. Design Reviews

After a design submittal has been through the Engineer's design quality control and the design quality assurance reviews, the GEC will perform a design quality oversight review. This review will:

- Audit records to verify compliance with the approved design criteria; and
- Audit design to confirm all previous review comments have been incorporated.

The GEC will work with the Authority and the COEP to determine the project's required design reviews, which could include:

- Design Summary Report;
- 30%, 60%, 90%, and 100% schematic design;
- Environmental;
- ROW;
- Cost Estimate;
- Geopak and MicroStation .DGN files for schematic;
- Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics; and
- PS&E.

Other design reviews may include:

- Over the shoulder reviews; and
- Request for information (RFI) submittals.

3. TASK 3 – CONSTRUCTION LETTING

The GEC will provide professional services associated with procurement of a construction contractor for the Project. The GEC will provide qualified technical and professional personnel to perform this task. The GEC shall support the Authority as necessary with the development of an approach for the construction letting, including identification and preparation of documents necessary for such letting.

The following activities are included:

- Evaluation of Authority, COEP, and TxDOT procurement policies and procedures;
- Developing letting schedule;
- Packaging of the construction letting documents;
- Management of letting process;
- Coordination with the Authority, COEP, TxDOT, Legal Counsel, and other stakeholders; and
- Review and assistance in evaluation of the response to letting packages.

4. ASSUMPTIONS

a. Services Provided by Others

This work authorization assumes the following activities:

- An Environmental Assessment (EA) will be required.
- ROW acquisition of COEP, Public Service Board or other publicly owned property will be completed by the COEP.
- Professional services related to ROW acquisition is not included in this work authorization. If the Authority desires for the GEC to perform ROW acquisition services, a separate work authorization will be executed.
- This Project is being undertaken by the Authority on behalf of COEP. Accordingly, any and all hazardous material mitigation will be done on behalf of COEP as owner of the parcel(s) involving such hazardous materials.

b. Schedule

This work authorization assumes the project schedules will follow a reasonably normal project development schedule. If the Engineer's services or the letting schedules are delayed beyond reasonable expectations, the budget provided in Exhibit B may not cover all project development expenses.

c. Funding Source

This work authorization assumes the project is funded entirely from Federal, TxDOT and COEP funds.

d. Staff Labor and Overhead Rates

Hourly rates and overhead rates shown in Exhibit B 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.

[END OF EXHIBIT]

FEE ESTIMATE SUMMARY**Work Authorization No. 28.1**

<u>TASK</u>	<u>TOTAL</u>
TASK 1 PROGRAM MANAGEMENT	\$ 77,625
TASK 2 MANAGEMENT OF ENGINEERING SERVICES	\$ 85,162
TASK 3 CONSTRUCTION LETTINGS	\$ 14,308
Other Direct Costs	\$ 850
TOTAL	\$ 177,945

	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sum Hrs.	Total Dollars
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TASK 1 PROGRAM MANAGEMENT**a. Program Scheduling and Cost Estimating**

Project Supervision	1	1	1	1	1	0	1	1	1	0	1	1	0	1	1	1	1	0	1	1	1	1	1	0	1	1	1	1	1	1	1	26	\$7,230
MCI Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Sub-Total																																	\$7,230

b. Project Reporting

Project Supervision	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	1	30	\$8,342
MCI Support	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	31	\$7,799
Sub-Total																																	\$16,141

c. Project Meetings & Documentation

Project Supervision	3	3	1	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
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d. Project Agreement Support

Project Supervision	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	\$5,283
																														Sub-Total		\$5,283			

e. Document Controls

Admin Support	8	5	5	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	102	\$7,943
																																	Sub-Total		\$7,943	

TASK 2 MANAGEMENT OF ENGINEERING SERVICES**a. Project Coordination**

Project Supervision	2	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$3,337
Engineer	0	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	56	\$8,076
MCI Support	4	4	4	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	\$4,277
Engineer I	3	3	3	4	4	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	146	\$18,968
Sub-Total																																	\$34,658

b. Project Management Plan (PMP)

Project Supervision	5	5	5	0	0	0	0	0																								15	\$4,171
MCI Support	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$4,025
Contracts Administrator II	0	0	0	0	0	0	0	0																								0	\$0
Sub-Total																																	\$8,196

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EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 28.1

Invoice Reimbursement Checklist

Direct Labor/Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: Authority will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket “reissue fee” is reimbursable only if the change was at Authority’s request or change in meeting because of Authority.

Personal Automobile Mileage: Up to the state approved rate of **57.5 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$92.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$46.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$12.00 and Dinner \$26.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by Authority. A log is

preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. ***Tips and alcohol are not reimbursable.***

[END OF EXHIBIT]