

# **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 and its GEC entered into Work Authorization No. 26 dated June 20, 2015, whereby the GEC was to provide the CRRMA with program management services through the procurement phase of the El Paso Streetcar Project (the “Project”); and

**WHEREAS**, the CRRMA is initiating the construction phase of the Project and the parties now desire to supplement Work Authorization No. 26, whereby the GEC would be permitted to continue the provision of program management activities and would provide the construction management services as 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. 26.1** with Atkins North America, Inc., including any additional documents or materials as may be required, for the provision of construction oversight services on the El Paso Streetcar Project.

**PASSED AND APPROVED THIS 9<sup>TH</sup> DAY OF DECEMBER 2015.**

**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. 26.1**

This **Work Authorization No. 26.1** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, 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. 26.1** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC entered into **Work Authorization No. 26** on June 10, 2015 for the provision of program management services from the GEC to the Authority through the procurement phase of the El Paso Streetcar Project (the “Project”). The Authority is currently initiating the construction phase of the Project. Accordingly, this **Work Authorization No. 26.1** intends to supplement the prior Work Authorization by extending the term of services and adding the scope required for the construction phase of the Project. The services contemplated within this **Work Authorization No. 26.1** include the oversight services required during construction through the testing and startup of the 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”**, which is attached hereto and incorporated herein for all purposes.

### **Section B. - Schedule**

The GEC shall commence the performance of the services required by **EXHIBIT “A”** upon the execution of this **Work Authorization No. 26.1**.

### **Section C. - Compensation**

In return for the performance of the obligations identified within this **Work Authorization No. 26.1** and the services originally contemplated within **Work Authorization No. 26**, the Authority shall pay to the GEC an amount not to exceed FOUR MILLION FOUR HUNDRED FIFTY THOUSAND TWO HUNDRED TEN AND 00/100 DOLLARS (\$4,450,210.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated December 9, 2015. This not to exceed amount is inclusive of the not to exceed amount of FOUR HUNDRED FORTY THOUSAND SIXTY FIVE AND 00/100 DOLLARS (\$440,065.00) identified within **Work Authorization No. 26**. 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 (the “Authority”)****EXHIBIT “A”  
WORK AUTHORIZATION NO. 26.1****Atkins (the “GEC”)****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of this **Work Authorization No. 26.1** covers the services requested of the GEC related to the El Paso Streetcar Project (the Project). The services contained herein are in support of the Authority’s development of the Project from execution of this work authorization through the closeout and commissioning of the Project. This Work Authorization supplements Work Authorization 26 previously authorized by the Authority which allowed the GEC to begin the Program Management of the Project through the procurement phase. The services requested herein will allow the GEC to continue to provide Program Management and Construction Management services for the construction, testing and startup phases of the 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 further defines the work efforts to be performed, and shall include all applicable reporting requirements.

**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. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

**A. Develop and maintain the Project Management Plan (“PMP”) including:**

- Project administration
- Design quality management plan
- Construction quality management plan
- Maintenance management plan
- Comprehensive environmental protection program
- Public information and communications
- Safety
- Quality assurance and control (QA/QC) plan
- Communications management
- Cost management

**B. Administration**

- Review and report on the Contractor's submittals of records and reports including:
  - weekly payroll
  - statement of wage compliance
  - requests for payment of materials on hand
  - DBE compliance and/or other reports and records as required for the Project
- Report Project progress and issues in a timely manner
- Review, monitor, and report on Contractor's Project schedule

- Review and submit a report on the Contractor's as-built plans
- Maintain accurate records of the costs involved in potential change order work. These records will include labor and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
- Assist in the surveillance of the Contractor's compliance with contract requirements. The GEC is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action, DBE, OJT positions and number of hours, and payroll and subcontracts.
- Provide compliance oversight of third party agreements and development permits

**C. Project Coordination**

- Work with Authority, TxDOT, contractor, third party consultants, utility companies, public agencies, contractors and the general public to coordinate Project development

**D. Manage the Authority's Design Engineers' Services During Construction (DSDC) contract**

- Review and comment on Engineer's remaining design deliverables including operations and safety manuals
- Managing Engineer's oversight of the vehicle contractor's production and delivery schedule
- Review and make recommendations on Engineer's invoicing to Authority
- Coordinate Engineer's involvement in shop drawing review, requests for information and non-conformance reports

**E. Program 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 report on contracts and budgets for the GEC and sub consultants.
- Track, monitor, and prepare reports on DBE/HUB utilization for contractor's DBE/HUB program

**F. Project Schedule**

The GEC will review the contractor's monthly schedule submittal and identify areas of concern and potential schedule delays. The GEC will validate variables such as street closures, egress alternatives, long lead material fabrication and special events planning. Specific activities include:

- Evaluate, monitor, and verify, the contractor's Project schedule (baseline and updates)
- Report and verify the contractor's progress and upcoming milestones on a monthly basis to Authority
- Identify, catalog, and archive baseline schedule and schedule revisions. Evaluate time impacts and report recommendations to Authority

**G. Project Cost**

The GEC will maintain the project budget including contingencies. The baselined capital cost estimate, its report formats, and scopes will be regularly updated for Authority review. Such reports could include:

- Original Baselined Cost

- Amended Baseline Cost
- Current Working Estimate
- Budgeted Amount To Date
- Expenditures This Period
- Actual Expenditures To Date
- Percent of Baseline Expended
- Cost To Complete
- Final Cost Forecast
- Variance from Baseline

#### **H. Change Order Processing & Management**

- Provide review of potential change orders on the Project and process in accordance with the contract and coordinate with external agencies as required
- Review change order cost estimates prepared by the contractor, evaluate contractor claims for extension of time, and provide comments to Authority
- Maintain log and retain all documents associated with potential change orders

#### **I. Project Meetings & Documentation**

The GEC will facilitate the following Project meetings to assess progress, schedule and quality as well as identify potential project issues:

Oversight, Scheduling, and Coordination

- Project Progress Meetings
- Staffing Meeting
- Coordination meetings with the Authority and Authority's Design Engineer
- Issue resolution meetings

In addition, the GEC will participate in contractor's meetings:

- 4-Week Rolling Schedule Review
- Utilities
- Quality Assurance
- Maintenance of Traffic
- Public Information
- Environmental Compliance

The GEC, when not already being provided by the engineer of record, will prepare agendas, meeting minutes, action items and follow-up action item status for each of the GEC Project meetings and distribute to attendees and appropriate personnel.

#### **J. Document Controls**

- Develop and implement a document control plan
- Maintain Project files for the duration of the Project
- Transfer program files to the Authority upon completion of the work or as directed, with a copy of such program files to the City of El Paso

#### **K. General Technical Support**

The GEC will provide technical support and management assistance as required by the Authority toward the successful completion of the Project, including:

- Advise the Authority on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the engineer of record
- Seek clarifications from the engineer of record when necessary on the intent reflected in the design plans and specifications; the engineer of record will remain responsible for design related services

#### **L. Coordination Support**

The GEC will work with the Authority, TxDOT, Authority's design consultant, third party consultants, utility companies, public agencies, contractors and the general public to coordinate Project development. The GEC will also support Authority with coordination of any inter-local agreements required, including exhibit preparation and supporting document preparation.

## **2. CONSTRUCTION MANAGEMENT AND FIELD SUPPORT**

The GEC will provide professional services associated with construction oversight including the construction engineering and inspection. The GEC will provide qualified technical and professional personnel to perform this task. 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 construction 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 activities are included:

#### **A. Construction Oversight Inspections**

- Perform and report construction inspections
- Review and report final documentation of construction quantities in support of contractor draw requests
- Maintain diaries, logs, and records for a record of the contractor's progress
- Provide a digital photo log of the Project area during construction, with heavy emphasis on areas with potential claim items/issues and on areas of real/potential public controversy

#### **B. Traffic Control**

- Issue deficiency reports to the contractor on any non-compliance of traffic control devices or layouts
- Coordinate with the contractor, affected third parties, interested agencies, emergency responders and Authority for major traffic disruptions
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the contractor, or interested parties

#### **C. Requests for Information (RFI) and Non-Conformance Report Processing and Management**

- Review and comment on Project RFIs
- Prepare and manage Non-Compliance Reports (NCRs) for noncompliant work
- Maintain, log and retain all documents associated with RFIs and NCRs

**D. Shop Drawing / Submittals Processing and Management**

- Review shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications submitted by the contractor. Check that the Engineer of Record has provided required approvals
- Maintain, log and retain all documents associated with shop drawings
- Coordinate with the contractor

**E. Contractor Draw Requests**

- Review completeness of contractor's submittal, including:
  - Cover sheet
  - Monthly progress report
  - Report of personnel hours
  - Progressed schedule of values
  - DBE utilization report
  - Updated Project schedule
  - Waiver of liens from previous draw requests
  - Material on hand invoices
- Evaluate that the request accurately reflects monies due for acceptable work completed
- Notify the Authority of amount approved for payment

**F. Utility Coordination**

The GEC will provide oversight, coordination, and assistance for utility related activities. Specific activities include:

- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; not responsible for actual location of utilities
- Participate in meetings as necessary to effectively manage the utility coordination process
- Schedule periodic meetings with utility owner's representatives for coordination purposes
- Meet with the contractor as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners
- Review of utility adjustment agreements including plans, estimates, and property interest
- Review of claims of unidentified utilities submitted by the contractor
- Monitoring payments for utility adjustments
- Provide utility construction monitoring and verification
- Monitor and report utility adjustment status

**G. General Technical Support**

The GEC will provide technical support and management assistance as required by the Authority toward the successful completion of the Project; including:

- Advise the Authority on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer
- Seek clarifications from the Design Engineer when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services

### 3. QUALITY ASSURANCE

The GEC will provide inspection and quality assurance services for the Project including those actions that demonstrate and document compliance by the contractor to predetermined quality requirements as defined by the contract. The level of inspection performed will be as follows:

- A. The GEC will perform surveillance and auditing of Project construction, inspection, testing and other areas as required by local and state regulations to verify conformance with Project quality standards and applicable codes
- B. Documentation of tests, and inspections will be carried out in accordance with both Project and contractor quality systems as detailed in the Project Quality Assurance Plan and applicable contract documents.
- C. Inspection of work during the Project will be performed as follows:
  - First level inspection performed by contractor and confirmed by the GEC, performed during each work activity to ensure contractor's activities create an end product that meets contractual requirements
  - Second level inspection includes audit activities by the GEC that ensures contractor's first level inspection activities are occurring and are effective.
  - Third level inspection occurs at the acceptance stage to verify work does in fact meet the physical and functional contract requirements for the system and has not been damaged during subsequent construction.
- D. Product non-conformances and associated corrective action will be documented on Non-Conformance Reports (NCRs) and Corrective Action Requests (CARs) respectively.
- E. The documentation and storage of quality records is performed in accordance with Project document control procedures and as detailed in TxDOT procedures for document control and quality records

### 4. PROJECT CONTROLS

- A. Establish electronic files to TxDOT standards, maintain documentation of electronic files (i.e., level lists, file naming conventions, etc.), and provide electronic deliverables.
- B. Provide Project Cost estimating services as required to verify Contractor's Change Order Requests.
- C. Establish invoice templates and initial cost accounts
- D. Develop and implement an Issues Management Plan to balance project specific goals. The issues management steps will include:
  - Identification of schedule or cost related issues through a defined process.
  - Evaluation of potential cost or schedule impacts, including the probability of occurrence.
  - Responding to the issues, including the proportional allocation of contingency to the perceived issue.
- E. Institute a change order process that will govern the preparation, coordination and deciding on requests for change to the Project.

### 5. PUBLIC INVOLVEMENT

The GEC will be responsible for coordinating public information activities as directed by the Authority. The team will develop and manage the overall program as follows:

- A. Develop and maintain Public Information Plan (PIP)
- B. Develop, refine, and maintain a comprehensive mailing list of adjacent property owners, as well as key representatives from local, state, and federal agencies, community organizations,

neighborhood associations, media and other individuals and groups who may be interested in the Project.

- C. Coordinate with the contractor and Authority to stay up-to-date on construction activities, schedules and Maintenance of Traffic plans
  - Attend weekly construction meeting to identify and resolve stakeholder issues
  - Coordinate daily during construction with team to stay informed of construction activities
- D. Provide monthly project progress reports on public involvement/public information activities. Reports are to include:
  - An overview of public information activities
  - A record of all stakeholder questions / concerns and the resulting responses / resolutions
- E. Provide a quarterly update to the Authority. Reports are to be a dynamic summary of three monthly project progress reports.
- F. At the conclusion of construction, compile and distribute a summary report that includes:
  - A comprehensive overview of all public information and public involvement activities
  - An analysis of what worked well and what did not work well concerning public information and public involvement
  - The final stakeholder mailing list file
- G. The GEC will provide multiple opportunities for the public to be engaged in the project in various settings including but not limited to:
  - Schedule, organize, advertise, and facilitate a “meet the contractor” open house in coordination with the Authority and the Contractor.
  - Proactively meet with residents and businesses along corridor to discuss construction activities, gather comments and address concerns.
  - Attend neighborhood, community, local government and other meetings to provide project information and record stakeholder comments and concerns.
  - Coordinate and staff events, as requested by the Authority, specifically: The groundbreaking and the grand opening/ribbon cutting ceremony.
  - Develop and regularly update various online and social media efforts, including a Project website.

## **6. SYSTEM INTEGRATION, TESTING AND STARTUP**

The GEC will provide system integration, testing and start-up services for the infrastructure in accordance with established procedures for the testing and commissioning of a streetcar system. Activities provided by the GEC include:

- A. Oversight of contractor’s system integration and testing program to verify that proof of construction tests have been completed and that the system is ready for integrated testing
- B. Verification of contractor’s traction power system operation and compliance to demonstrate that the system satisfies the performance requirements of the plans and specifications
- C. Verify that third party requirements have been satisfied in accordance with the plans and specifications
- D. Verify that the safety certification program meets local and state regulations and requirements and provide documentation for the determination of safety certification.
- E. The GEC will oversee the contractors’ implementation of the detailed system start-up schedule.

## 7. ASSUMPTIONS

### A. Services Provided by Others

This work authorization assumes the following activities will be provided by others or have already occurred:

- Environmental documents
- PS&E
- ROW acquisition
- ROW mapping revisions/updates necessitated by design
- Utility design
- Any and all hazardous material mitigation
- Construction
- Design Services During Construction
- Vehicle supplier oversight and inspection
- Off-site shop fabricated material inspection

### B. Project Vehicles

The GEC shall provide vehicles to staff as indicated in **EXHIBIT “B”**. Vehicles will be invoiced at the lump sum monthly rate of \$1,000.00/vehicle. Vehicle reimbursement rate shall be all inclusive for cost incurred associated with the use of said vehicle, including:

- Fuel
- Insurance premiums
- Tax, title, and registration fees
- Maintenance and repairs

Staff assigned to temporary duty on the Project will be reimbursed for personnel or rental vehicle usage in accordance with **EXHIBIT “C”**.

### C. Schedule

The scope and duration of work is based on the Contractor’s proposal schedule. The fee estimate in **EXHIBIT “B”** assumes that the Contractor’s baseline schedule will be in general agreement with their proposal schedule.

### 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. 26.1

<u>TASK</u>	<u>TOTAL</u>
TASK 1 - PROGRAM MANAGEMENT	\$ 396,939
TASK 2 CONSTRUCT MANAGEMENT AND FIELD SUPPORT	\$ 2,690,023
TASK 3 QUALITY ASSURANCE	\$ 207,608
TASK 4 PROJECT CONTROLS	\$ 75,247
TASK 5 - PUBLIC INVOLVEMENT	\$ 345,650
TASK 6 - SYSTEM INTEGRATION, TESTING AND STARTUP	\$ 207,718
Other Direct Costs	\$ 377,365
<b>TOTAL</b>	<b>\$ 4,300,550</b>
<b>Remaining budget in WA26</b>	<b>\$ 290,405</b>
<b>Supplemental budget required</b>	<b>\$ 4,010,145</b>
<b>WA26 budget</b>	<b>\$ 440,065</b>
<b>Revised NTE Budget</b>	<b>\$ 4,450,210</b>

TASK DESCRIPTION / Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>TASK 1 - PROGRAM MANAGEMENT</b>														
GEC Program Director	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Program Manager	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Office Engineer	40	40	40	40	40	40	40	40	40	40	40	40	40	40
<b>Subtotals</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
<b>TASK 2 CONSTRUCT MANAGEMENT AND FIELD SUPPORT</b>														
Construction Manager	140	140	140	140	140	140	140	140	140	140	140	140	140	140
Office Engineer	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Inspector - Civil, utilities, drainage,	-	-	-	320	320	320	320	320	320	320	320	320	320	320
Utility Coordinator	-	-	-	60	60	60	60	60	60	60	60	60	60	60
Resident Engineer/Lead Inspector - Systems	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inspector - OCS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inspector - TPSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inspector - MEP - Maintenance & Storage Facility	-	-	-	-	160	160	160	160	160	160	160	160	160	160
<b>Subtotals</b>	<b>260</b>	<b>260</b>	<b>260</b>	<b>640</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>	<b>800</b>
<b>TASK 3 QUALITY ASSURANCE</b>														
Project Quality Assurance Director	-	16	50	16	16	16	16	16	16	16	16	16	16	16
Project Quality Assurance Manager - 1	-	-	-	3	3	4	3	3	4	3	3	4	3	3
Project Quality Assurance Manager - 2	-	-	-	32	32	32	32	32	32	32	32	32	32	32
Quality Assurance Validation Technician 1	-	-	-	24	24	24	24	24	24	24	24	24	24	24
Quality Assurance Validation Technician 2	-	-	-	10	-	-	10	-	-	-	-	10	-	-
Office Support Quality Assurance 1	-	-	-	2	1	1	1	1	2	1	1	1	2	2
Office Support Quality Assurance 2	-	-	-	40	41	42	42	40	40	40	41	41	41	41
<b>Subtotals</b>	<b>-</b>	<b>16</b>	<b>50</b>	<b>127</b>	<b>117</b>	<b>119</b>	<b>128</b>	<b>116</b>	<b>118</b>	<b>116</b>	<b>117</b>	<b>128</b>	<b>118</b>	<b>118</b>
<b>TASK 4 PROJECT CONTROLS</b>														
Records Keeper - Document Control	-	-	-	40	40	40	40	40	40	40	40	40	40	40
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>
<b>TASK 5 - PUBLIC INVOLVEMENT</b>														
Public Relations Executive	-	-	16	24	23	21	24	21	23	23	23	22	23	21
Public Relations Specialist	-	-	45	90	73	73	90	73	73	65	53	65	53	53
Graphic Design	-	-	81	85	71	76	80	76	71	80	71	80	71	76
Web Copywriting	-	-	-	20	-	-	-	-	-	4	-	-	-	-
Public Relations Team Coverage	-	-	-	44	14	14	14	14	10	14	10	14	10	14
Social Media Specialist	-	-	-	10	10	10	10	10	10	10	10	10	10	10
Crisis Communication Specialist	-	-	-	5	5	5	5	5	5	5	5	5	5	5
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>142</b>	<b>278</b>	<b>196</b>	<b>199</b>	<b>223</b>	<b>199</b>	<b>192</b>	<b>201</b>	<b>172</b>	<b>196</b>	<b>172</b>	<b>179</b>
<b>TASK 6 - SYSTEM INTEGRATION, TESTING AND STARTUP</b>														
Integration and Testing Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Traction Power System Verification	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Safety - Safety Certification	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Subtotals</b>	<b>335</b>	<b>351</b>	<b>527</b>	<b>1,160</b>	<b>1,228</b>	<b>1,233</b>	<b>1,266</b>	<b>1,230</b>	<b>1,225</b>	<b>1,232</b>	<b>1,204</b>	<b>1,239</b>	<b>1,205</b>	<b>1,212</b>
<b>Other Direct Costs</b>														
<b>TOTAL BUDGET</b>														

TASK DESCRIPTION / Month	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
<b>TASK 1 - PROGRAM MANAGEMENT</b>															
GEC Program Director	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Program Manager	20	20	20	20	20	20	20	20	20	20	20	20	20	20	120
Office Engineer	40	40	40	40	40	40	40	40	40	40	40	40	40	-	-
<b>Subtotals</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>35</b>	<b>135</b>
<b>TASK 2 CONSTRUCT MANAGEMENT AND FIELD SUPPORT</b>															
Construction Manager	140	140	140	70	70	70	70	70	70	70	70	70	70	70	40
Office Engineer	120	120	120	120	120	120	120	120	120	120	120	120	120	-	-
Inspector - Civil, utilities, drainage,	320	240	240	240	320	320	320	320	320	320	240	240	150	60	-
Utility Coordinator	60	60	60	60	60	60	60	-	-	-	-	-	-	-	-
Resident Engineer/Lead Inspector - Systems	-	-	-	70	70	70	70	70	70	70	70	70	30	30	-
Inspector - OCS	-	-	-	-	40	20	20	-	-	-	40	-	40	40	-
Inspector - TPSS	-	-	-	-	-	40	-	40	-	-	-	-	40	20	20
Inspector - MEP - Maintenance & Storage Facility	160	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotals</b>	<b>800</b>	<b>560</b>	<b>560</b>	<b>560</b>	<b>680</b>	<b>700</b>	<b>660</b>	<b>620</b>	<b>580</b>	<b>580</b>	<b>540</b>	<b>500</b>	<b>450</b>	<b>220</b>	<b>60</b>
<b>TASK 3 QUALITY ASSURANCE</b>															
Project Quality Assurance Director	16	16	16	16	16	16	16	16	16	16	16	16	16	-	-
Project Quality Assurance Manager - 1	4	3	3	4	3	3	4	3	3	4	3	3	4	-	-
Project Quality Assurance Manager - 2	32	32	32	32	32	32	32	32	32	32	32	32	32	-	-
Quality Assurance Validation Technician 1	24	24	24	24	24	24	24	24	24	24	24	24	24	-	-
Quality Assurance Validation Technician 2	-	10	-	-	10	-	-	-	-	10	-	-	-	-	-
Office Support Quality Assurance 1	2	2	1	1	1	1	2	1	1	2	2	2	2	-	-
Office Support Quality Assurance 2	41	40	41	42	42	40	40	40	41	41	41	41	41	-	-
<b>Subtotals</b>	<b>119</b>	<b>127</b>	<b>117</b>	<b>119</b>	<b>128</b>	<b>116</b>	<b>118</b>	<b>116</b>	<b>117</b>	<b>129</b>	<b>118</b>	<b>118</b>	<b>119</b>	<b>-</b>	<b>-</b>
<b>TASK 4 PROJECT CONTROLS</b>															
Records Keeper - Document Control	40	40	40	40	40	40	40	40	40	40	40	40	40	-	-
<b>Subtotals</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>-</b>	<b>-</b>
<b>TASK 5 - PUBLIC INVOLVEMENT</b>															
Public Relations Executive	24	22	23	22	23	21	24	22	23	22	23	21	24	21	1
Public Relations Specialist	65	53	53	65	53	53	65	53	53	65	53	53	65	33	-
Graphic Design	80	71	76	80	71	71	80	71	71	80	71	71	80	71	5
Web Copywriting	-	4	-	-	-	-	-	4	-	-	-	-	-	-	4
Public Relations Team Coverage	5	9	5	9	5	5	5	5	5	5	5	5	5	10	-
Social Media Specialist	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Crisis Communication Specialist	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
<b>Subtotals</b>	<b>189</b>	<b>174</b>	<b>172</b>	<b>191</b>	<b>167</b>	<b>165</b>	<b>189</b>	<b>170</b>	<b>167</b>	<b>187</b>	<b>167</b>	<b>165</b>	<b>189</b>	<b>150</b>	<b>25</b>
<b>TASK 6 - SYSTEM INTEGRATION, TESTING AND STARTUP</b>															
Integration and Testing Manager	-	-	-	-	-	-	-	-	-	-	-	-	40	40	-
Traction Power System Verification	-	-	-	-	-	-	-	-	-	-	-	-	40	80	-
Safety - Safety Certification	-	-	-	-	-	-	-	-	-	-	-	-	40	80	-
<b>Subtotals</b>													<b>120</b>	<b>200</b>	<b>-</b>
<b>Subtotals</b>	<b>1,223</b>	<b>976</b>	<b>964</b>	<b>985</b>	<b>1,090</b>	<b>1,096</b>	<b>1,082</b>	<b>1,021</b>	<b>979</b>	<b>1,011</b>	<b>940</b>	<b>898</b>	<b>993</b>	<b>605</b>	<b>220</b>
<b>Other Direct Costs</b>															
<b>TOTAL BUDGET</b>															

TASK DESCRIPTION / Month	30	31	32	33	Total Hours	Total Cost
<b>TASK 1 - PROGRAM MANAGEMENT</b>						
GEC Program Director	15	15	8	-	473	\$ 129,636
Program Manager	-	-	-	-	680	\$ 191,736
Office Engineer	-	-	-	-	1,080	\$ 75,567
<b>Subtotals</b>	<b>15</b>	<b>15</b>	<b>8</b>	<b>-</b>	<b>2,233</b>	<b>\$ 396,939</b>
<b>TASK 2 CONSTRUCT MANAGEMENT AND FIELD SUPPORT</b>						
Construction Manager	-	-	-	-	3,190	\$ 887,963
Office Engineer	-	-	-	-	3,240	\$ 226,726
Inspector - Civil, utilities, drainage,	-	-	-	-	7,170	\$ 990,373
Utility Coordinator	-	-	-	-	1,080	\$ 162,414
Resident Engineer/Lead Inspector - Systems	-	-	-	-	690	\$ 196,605
Inspector - OCS	-	-	-	-	200	\$ 23,444
Inspector - TPSS	-	-	-	-	160	\$ 18,783
Inspector - MEP - Maintenance & Storage Facility	-	-	-	-	1,760	\$ 183,715
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,490</b>	<b>\$2,690,023</b>
<b>TASK 3 QUALITY ASSURANCE</b>						
Project Quality Assurance Director	-	-	-	-	450	\$ 73,595
Project Quality Assurance Manager - 1	-	-	-	-	80	\$ 7,624
Project Quality Assurance Manager - 2	-	-	-	-	768	\$ 57,608
Quality Assurance Validation Technician 1	-	-	-	-	576	\$ 27,671
Quality Assurance Validation Technician 2	-	-	-	-	60	\$ 3,905
Office Support Quality Assurance 1	-	-	-	-	35	\$ 1,920
Office Support Quality Assurance 2	-	-	-	-	980	\$ 35,285
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,949</b>	<b>\$ 207,608</b>
<b>TASK 4 PROJECT CONTROLS</b>						
Records Keeper - Document Control	-	-	-	-	960	\$ 75,247
<b>Subtotals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>960</b>	<b>\$ 75,247</b>
<b>TASK 5 - PUBLIC INVOLVEMENT</b>						
Public Relations Executive	-	-	1	-	581	\$ 43,575
Public Relations Specialist	-	-	-	-	1,588	\$ 87,340
Graphic Design	5	5	5	5	1,987	\$ 109,285
Web Copywriting	-	-	4	-	40	\$ 2,200
Public Relations Team Coverage	-	-	40	-	295	\$ 73,750
Social Media Specialist	10	10	10	10	300	\$ 16,500
Crisis Communication Specialist	-	-	-	-	130	\$ 13,000
<b>Subtotals</b>	<b>15</b>	<b>15</b>	<b>60</b>	<b>15</b>	<b>4,921</b>	<b>\$ 345,650</b>
<b>TASK 6 - SYSTEM INTEGRATION, TESTING AND STARTUP</b>						
Integration and Testing Manager	160	160	40	-	440	\$ 128,633
Traction Power System Verification	40	16	-	-	176	\$ 39,564
Safety - Safety Certification	-	16	-	-	136	\$ 39,521
<b>Subtotals</b>	<b>200</b>	<b>192</b>	<b>40</b>	<b>-</b>	<b>752</b>	<b>\$ 207,718</b>
<b>Subtotals</b>	<b>230</b>	<b>222</b>	<b>108</b>	<b>15</b>	<b>29,305</b>	<b>\$ 3,923,185</b>
<b>Other Direct Costs</b>						<b>\$ 377,365</b>
<b>TOTAL BUDGET</b>						<b>\$ 4,300,550</b>

ODC's/Month					1	2	3									
Project Vehicles (Vehicle Months)	0	0	0	0	1	1	1									
Lodging per diem (Assume \$97/day plus taxes = \$114/day)	0	0	0	0	0	0	0									
Meals & Expenses per diem (Assume \$54/day)	0	0	0	0	0	0	0									
Airfare (Assume \$600 per Round Trip)	0	0	0	0	0	0	0									
Software/hardware/Reproduction - Monthly Costs.	0	0	0	0	1	1	1									
Mail/courier/misc	0	0	0	0	1	1	1									
Supplies for Public Involvement	0	0	0	0	1	1	1									
Quality Assurance Laboratory Tests.																
<b>Total ODCs</b>	\$ -	\$ -	\$ -	\$ -	\$ 3,950	\$ 3,950	\$ 3,950									
ODC's/Month	4	5	6	7	8	9	10	11	12	13	14	15				
Project Vehicles (Vehicle Months)	3	3	3	3	3	3	3	3	3	3	3	3				
Lodging per diem (Assume \$97/day plus taxes = \$114/day)	0	0	0	0	0	0	0	0	0	0	0	0				
Meals & Expenses per diem (Assume \$54/day)	0	0	0	0	0	0	0	0	0	0	0	0				
Airfare (Assume \$600 per Round Trip)	0	0	0	0	0	0	0	0	0	0	0	0				
Software/hardware/Reproduction - Monthly Costs.	1	1	1	1	1	1	1	1	1	1	1	1				
Mail/courier/misc	1	1	1	1	1	1	1	1	1	1	1	1				
Supplies for Public Involvement	1	1	1	1	1	1	1	1	1	1	1	1				
Quality Assurance Laboratory Tests.	1	1	1	1	1	1	1	1	1	1	1	1				
<b>Total ODCs</b>	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284	\$ 12,284				
ODC's/Month	16	17	18	19	20	21	22	23	24	25	26	27				
Project Vehicles (Vehicle Months)	4	4	4	4	4	4	4	4	4	4	4	4				
Lodging per diem (Assume \$97/day plus taxes = \$114/day)	0	0	0	5	5	5	0	0	0	5	0	20				
Meals & Expenses per diem (Assume \$54/day)	0	0	0	5	5	5	0	0	0	5	0	20				
Airfare (Assume \$600 per Round Trip)	2	5	0	0	0	1	1	1	0	0	0	1				
Software/hardware/Reproduction - Monthly Costs.	1	1	1	1	1	1	1	1	1	1	1	1				
Mail/courier/misc	1	1	1	1	1	1	1	1	1	1	1	1				
Supplies for Public Involvement	1	1	1	1	1	1	1	1	1	1	1	1				
Quality Assurance Laboratory Tests.	1	1	1	1	1	1	1	1	1	1	1	1				
<b>Total ODCs</b>	\$ 14,484	\$ 16,284	\$ 13,284	\$ 14,124	\$ 14,124	\$ 14,724	\$ 13,884	\$ 13,884	\$ 13,284	\$ 14,124	\$ 13,284	\$ 17,244				
ODC's/Month	28	29	30	31	32								39	Quantity	Rate	Amount
Project Vehicles (Vehicle Months)	2	2	2	2	2									97	\$ 1,000	\$ 97,000
Lodging per diem (Assume \$97/day plus taxes = \$114/day)	20	5	10	15	5									95	\$ 114	\$ 10,830
Meals & Expenses per diem (Assume \$54/day)	20	5	10	15	5									95	\$ 54	\$ 5,130
Airfare (Assume \$600 per Round Trip)	4	5	5	4	1									30	\$ 600	\$ 18,000
Software/hardware/Reproduction - Monthly Costs.	1	1	1	1	1									32	\$ 750	\$ 24,000
Mail/courier/misc	1	1	1	1	1									32	\$ 500	\$ 16,000
Supplies for Public Involvement	1	1	1	1	1									32	\$ 1,700	\$ 54,400
Quality Assurance Laboratory Tests.														24	\$ 6,333.52	\$ 152,005
<b>Total ODCs</b>	\$ 10,710	\$ 8,790	\$ 9,630	\$ 9,870	\$ 6,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 377,365

**EXHIBIT C**  
**ATKINS WORK AUTHORIZATION NO. 26.1**

**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]**