

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) previously selected Atkins North America, Inc. as the 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 the Texas Department of Transportation (TxDOT) have cooperatively developed the Loop 375 at I-10 (Americas Interchange) Project, which originally included the design and construction of three direct connectors; and

WHEREAS, the CRRMA and TxDOT subsequently agreed through several instruments that the CRRMA would provide the various design services necessary for the remaining direct connectors and associated components of the Americas Interchange ultimate schematic approved by the Federal Highway Administration, and the CRRMA engaged its GEC to develop such design work through various work authorizations; and

WHEREAS, in developing the necessary design work for the Americas Interchange, the GEC discovered certain existing constructed elements that were in conflict with the ultimate design and the CRRMA desires that the GEC also complete the final aesthetic design plans for the project; and

WHEREAS, the CRRMA and its GEC now desire to execute a new work authorization in order for the GEC to provide all remaining design services necessary for the completion of the project's design;

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

THAT the Executive Director be authorized to execute **Work Authorization No. 15.3** with Atkins North America, Inc., including any additional documents or materials as required, for the completion of all remaining design services for the Loop 375 at I-10 (Americas Interchange) Project.

PASSED AND APPROVED THIS 12th DAY OF AUGUST 2015.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joe Wardy, Vice Chair

ATTEST:

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

WORK AUTHORIZATION NO. 15.3

This **Work Authorization No. 15.3** 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. 15.3** is made for the purposes identified below, consistent with the services defined in the Agreement.

A Project Development Agreement was executed between the Authority and TxDOT on March 22, 2012 (PDA), whereby the Authority, through its GEC, would design the westbound to southbound direct connector (WBSB) of the Americas Interchange Project. The execution of the PDA gave rise to **Work Authorization No. 12** between the Authority and the GEC. The PDA was later revised to add the design of the eastbound to southbound direct connector (EBSB), which gave rise to **Work Authorization No. 15** between the Authority and the GEC.

The PDA was later revised a second time to add various remaining design elements identified within the FHWA approved schematic. Such additional scope included the last three direct connectors, frontage road work, cloverleaf and associated remaining design work not already designed or constructed, based on the FHWA approved schematic provided by TxDOT. This second revision to the PDA gave rise to **Work Authorization No. 15.1**, as a supplement to increase scope and budget to **Work Authorization No. 15**.

As the GEC and Authority prepared for the commencement of the design work necessary for the I-10 mainlanes, it was determined that **Work Authorization No. 15.1** included language that inadvertently excluded certain design work. **Work Authorization No. 15.2** clarified the intent of the underlying agreements and work authorizations, in terms of the necessary design work scope remaining from the schematic approved by the FHWA.

As the GEC progressed the final design, they discovered certain existing constructed elements that were in conflict with the ultimate design. The Authority also expressed a desire to complete the final aesthetic design plans for the interchange. This **Work Authorization No. 15.3** adds scope and budget to complete the required design for the existing conflicts and final aesthetic plans for the interchange. The budget added by this **Work Authorization No. 15.3** is within the remaining budget available from the PDA.

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

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 15.3**, the Authority shall pay to the GEC an amount not to exceed FOUR HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$480,000.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated August 12, 2015. 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.

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. (formerly Post, Buckley, Schuh & Jernigan, Inc.)
Signature:	_____	Signature:	_____
By:	<u>Raymond L. Telles</u>	By:	_____
Title:	<u>Executive Director</u>	Title:	_____
Date:	_____	Date:	_____

CAMINO REAL RMA (the “Authority”)**EXHIBIT “A”****WORK AUTHORIZATION NO. 15.3****Atkins (the “GEC”)****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of this **Work Authorization No. 15.3** covers the services requested of the GEC related to the development of the Plans, Specifications and Estimates to complete the design of the interchange at I-10 and LP 375 in El Paso, Texas, commonly referred to as the Americas Interchange as shown in the FHWA approved ultimate schematic provided by TxDOT. This work authorization supplements the design services requested under Work Authorizations 15, 15.1 and 15.2. The design work enumerated in this **Work Authorization No. 15.3** entails replacement of two existing truss Overhead Sign Bridges (OSBs) with tubular OSBs, adjusting four existing tubular OSBs to accommodate the I10 widening, adjusting existing aesthetic features to accommodate the I10 widening and refinement to the preliminary aesthetic concepts and final design of the proposed aesthetic features in the Americas Interchange cloverleaf area. Such contemplated work is referred to herein as the Project. The services requested herein are in support of Amendment No. 2 to the Project Development Agreement between the Texas Department of Transportation (TxDOT) and the Authority originally executed with an effective date of September 17, 2012.

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 includes all applicable reporting requirements.

1. DESIGN PHASE SERVICES**A. PRODUCTION MANAGEMENT AND QUALITY CONTROL**

The GEC will provide staff to manage, review and coordinate development of the Project design. This staff will manage the production team to the delivery schedule providing the deliverables defined below. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task include:

- Developing project schedule and estimated construction cost
- TxDOT design submittals including:
 - OTS working plans for design oversight (over the shoulder review/non hold point)
 - Aesthetic layouts for the Interchange cloverleaf areas
 - Plan location and elevations for new and adjusted OSBs
 - Special specifications identified
 - District Design Review (DDR) immediately preceding 100% submittal.
 - 100% final plan review consisting of:
 - Plans, specifications, and engineer's estimate (PS&E)
 - Revisions to the preliminary design submission previously approved by TxDOT summarized or highlighted
 - Signed and sealed statement certifying plans and specifications

- Design Quality Control / Design Quality Assurance - The GEC team will develop the design using a quality program made up of:
 - Design Quality Control (DQC)
The actions of the design team in examining, verifying and checking design elements and calculations to determine the correctness and accuracy of the design.
 - Design Quality Assurance (DQA)
Independent reviews performed by the design team utilizing personnel independent from the original design.

B. GEOTECHNICAL

The GEC will provide an analysis of the soils condition in the cloverleaf areas of the Interchange.

C. SUPPLEMENTAL SURVEY

The GEC will provide topographical survey for existing aesthetic features that are in conflict with the widening.

D. SIGNING AND PAVEMENT MARKINGS

The GEC will provide:

- OSB removal sheets
- OSB elevations & foundations
- Large sign detail sheets
- Large sign summary sheets.

E. RETAINING WALLS

The GEC will provide:

- Rockwall removal sheets (if needed)
- Rockwall layout (if needed) on Roadway Plan & Profile sheets

F. TRAFFIC CONTROL PLAN

The GEC will provide:

- TCP overview plans
- Advanced warning sign layouts
- Traffic control plan sheets or standards
- Sequence of construction and narrative

G. ILLUMINATION AND ITS

The GEC will provide:

- Coordination with EPE for location of power drops for aesthetics in cloverleaf area.

H. AESTHETICS

The GEC will provide the following for the I-10 widening:

- Removal sheets showing existing I-10 aesthetics features/items in conflict with the I-10 widening project. Aesthetics features include ground cover, steel planter edging, boulders, plants and shrubs.

- Landscape layout sheets showing revised existing landscape area and relocation area, if space is available. Aesthetics features include ground cover, steel planter edging, boulders, plants and shrubs.

The GEC will provide the following for the Interchange aesthetics:

- One round of refinements/revisions to the existing aesthetic concept design for the Interchange
- Attend one onsite meeting
- Participate in up to four WebEx conference sessions;
 - one final concept presentation
 - two intermediate design comment resolution sessions
 - one final review comments resolution session
- Final Concept Phase:
 - Refine existing conceptual design plans from review of plans with CRRMA and develop Final Conceptual design for approval / presentation prior to starting design.
 - Provide animated computer generated drive/fly through of the Interchange showing the approved landscape/hardscape features. Only the final approved aesthetic concept will have drive/fly through generated. Drive/fly through will be an update/modification to the previously developed drive/fly through provided to the CRRMA. Still shots from the drive/fly through will be provided upon request.
 - Coordination with EPE for location of power drops and PSB for location of taps/meters for aesthetics in cloverleaf area.
 - Removal sheets showing existing I-10 features/items in the cloverleaf areas in conflict with the proposed aesthetics.
 - Develop design layout for sculpture elements (steel, gabions, boulders, etc.) including foundations, structure element, finish, etc.
 - Develop details sheets of sculpture elements to describe in elevation and section all materials, finishes, footings, and layout necessary for construction.
 - Develop grading plan for proposed areas of the aesthetic features in the Interchange.
 - Provide planting plans describing in plan-view all proposed landscaping located within and around the four cloverleaf areas, including planting list, details, notes, and specifications relating to the installation of all plant material described on plans.
 - Provide irrigation plans describing in plan-view all irrigation for all proposed landscaping within and around the four cloverleaf areas of the Interchange, including details, notes, and specifications relating to the installation of a complete irrigation system as described on plans.
 - Provide electrical design plans for special lighting of sculptural elements located in the four cloverleaf areas of the Interchange. This includes all service connection, conduit, control, lamping and fixture selection, details, and specifications.
 - Coordination with TxDOT, El Paso electric and PSB for electrical and water tie-in locations and meters.

I. QUANTITY SUMMARY

The GEC will tabulate quantities and prepare summary sheets for the following:

- TCP
- removals
- Signing and Pavement Markings
- Landscape, plants/shrubs, irrigation,

- Hardscape, structural steel, rock/boulders/gabions
- Electrical, aesthetic hardscape features

J. STANDARDS, SPECIFICATIONS, AND ESTIMATE

The GEC will:

- Revise and sign and seal any TxDOT standards that require modification for the Project
- Identify all other relevant TxDOT standards for the Project
- Provide non-standard details required for the Project
- Prepare a tabulation of all applicable specifications, special specifications and special provisions
- Prepare and provide project general notes
- Prepare project cost estimate.

2. CONSTRUCTION PHASE SERVICES

The GEC will perform the following services during the construction phase of the Project:

- Review and approval of all shop drawings and technical documents provided by the suppliers of construction elements for compliance with design plans and specifications
- Continued utility coordination through the completion of utility tie-ins
- To the extent permitted by any remaining available budget, review change orders that occur during construction phase, noting that the intent is for the TxDOT-El Paso District to design any change orders and have the GEC, as the original designer, review them

The following applies when performing construction phase services for the Project:

- If the GEC is called upon to observe the work of TxDOT's construction contractor(s) for the detection of defects or deficiencies in such work, the GEC will not bear any responsibility or liability for such defects or deficiencies.
- The GEC shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- The GEC shall review and approve submittals or take other appropriate action upon construction contractor(s) submittals such as shop drawings, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The GEC's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.
- The GEC shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. The GEC shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).

3. ASSUMPTIONS

A. The Project limits

Limits of the project are from I-10 STA 450+00 west of the Zaragoza intersection to I-10 STA 620+00 west of the Eastlake intersection. The aesthetics plans for the Americas Interchange cloverleaf areas will be developed such that the plans can be either combined with/inserted in the I10 widening plan set or submitted as a stand-alone aesthetic plan set.

B. Existing Facility

The GEC Project design will utilize the As-Built Construction plans issued by Americas Gateway Builders (AGB) for tie-in to the portion of the Americas Interchange; CSJ:2121-04-088, etc. project construction plans; CSJs 2121-04-087 & 092 project construction plans and CSJ 2121-04-093 project construction plans. The GEC has provided design services for the construction activity currently ongoing at the Interchange and will coordinate with such construction contractor(s) to avoid discrepancies between the design work contemplated herein and the construction activities currently ongoing.

C. Government Agency Coordination

It is assumed that the scope of design is covered by the existing environmental clearance and associated permits for the Americas Interchange. This work authorization does not include any adjustments to the IAJR. All FHWA coordination will be through TxDOT. The scope includes coordination of potential detours affecting city streets with the City of El Paso and coordination of all storm water run-off with the City of El Paso (floodplain administrator) and the PSB/EPWU.

D. Services Provided by Others

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

- Development of the existing interchange schematic
- All pavement designs, including temporary pavements
- Setting of project survey control
- ROW acquisition
- ROW mapping revisions/updates necessitated by design
- Utility design, except as noted in the document.
- Utility Agreements
- Any and all environmental inspection and or hazardous material mitigation.

E. Services During Construction

This work authorization specifically excludes all services during construction, except those listed in Task 2 above.

F. Project Vehicles

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

G. Schedule

The Project schedule will be developed based upon a January 2016 letting, with a November 2015 100% PS&E submittal to TxDOT. GEC will develop a preliminary project construction cost at 30% and update costs at OTS review and 100% submittal, as design progress.

H. 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. 15.3**

<u>TASK</u>		<u>TOTAL</u>
Task 1 -Design Phase Services	\$	430,000
Task 2 -Construction Phase Services	\$	50,000
TOTAL	\$	480,000

Task 1 -Design Phase Services

		(Estimated Average Labor Rates)							
		A	B	C	D	E	F	TOTAL	
		\$ 93.00	\$ 68.00	\$ 57.00	\$ 45.00	\$ 34.00	\$ 25.00	HRS	
TASK / WORK DESCRIPTION									
A	Production Management and Quality Control	71	29	18	18	0	20	156	
B	Geotechnical	0	0	3	0	5	3	11	
C	Survey	0	6	13	58	58	5	140	
D	Signing & Pavement Marking	14	33	39	85	89	68	328	
E	Retaining Walls	19	3	83	26	77	0	208	
F	Traffic Control Plan	16	11	27	33	65	0	152	
G	Illumination & ITS	58	42	56	64	144	0	364	
H	Aesthetics	87	50	280	408	720	48	1593	
I	Quantity Summary	3	4	5	31	12	8	63	
J	Standards, Specifications and Estimate	0	0	0	0	10	6	16	

TOTAL DIRECT LABOR		268	178	524	723	1180	158	3031
<i>% Total by Classification</i>		8.84%	5.87%	17.29%	23.85%	38.93%	5.21%	
Labor Costs		\$ 24,924	\$ 12,104	\$ 29,868	\$ 32,535	\$ 40,120	\$ 3,950	\$ 143,501
Overhead Costs	1.6225	\$ 40,439	\$ 19,639	\$ 48,461	\$ 52,788	\$ 65,095	\$ 6,409	\$ 232,830
Profit	12.0%	\$ 7,844	\$ 3,809	\$ 9,399	\$ 10,239	\$ 12,626	\$ 1,243	\$ 45,160
Total Loaded Labor		\$ 73,207	\$ 35,552	\$ 87,728	\$ 95,562	\$ 117,840	\$ 11,602	\$421,491

Direct Expenses - refer to Exhibit C for reimbursement & invoicing requirements

Plotting and Reproduction	\$ 1,000	
Mail and Deliveries	\$ 509	
Misc. Expenses	\$ 3,000	
Travel and Field Expenses	\$ 4,000	
Geotechnical services	\$ -	
Total Direct Expenses	\$ 8,509	1.98%

Total \$ 430,000

TOTAL DIRECT LABOR		60	70	30	27	27	27	241
% Total by Classification		24.90%	29.05%	12.45%	11.20%	11.20%	11.20%	
Labor Costs	\$	5,580	\$ 4,760	\$ 1,710	\$ 1,215	\$ 918	\$ 675	\$ 14,858
Overhead Costs	1.6225	\$ 9,054	\$ 7,723	\$ 2,774	\$ 1,971	\$ 1,489	\$ 1,095	\$ 24,107
Profit	12.0%	\$ 1,756	\$ 1,498	\$ 538	\$ 382	\$ 289	\$ 212	\$ 4,676
Total Loaded Labor	\$	16,390	\$ 13,981	\$ 5,023	\$ 3,569	\$ 2,696	\$ 1,983	\$43,641

Plotting and Reproduction	\$	1,000	
Mail and Deliveries	\$	259	
Misc. Expenses	\$	100	
Travel and Field Expenses	\$	5,000	
Total Direct Expenses	\$	6,359	12.72%

August 12, 2015

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 15.3

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]