

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

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA), the County of El Paso, City of El Paso, Texas Department of Transportation, Town of Horizon City and City of Socorro are collectively pursuing the development of a number of projects identified collectively as the 2013 El Paso County Comprehensive Mobility Plan (the 2013 CMP); and

**WHEREAS**, pursuant to the 2013 CMP, the CRRMA intends to pursue the issuance of debt for, as well as the design and the development of a number of the projects identified within the 2013 CMP (the 2013 CMP Projects) and therefore requires certain predevelopment engineering and related support for the advancement of such 2013 CMP Projects; and

**WHEREAS**, the CRRMA and its general engineering consultant (the GEC) now desire to execute a new work authorization in order for the GEC to provide such predevelopment support to the CRRMA as may be required to advance the 2013 CMP Projects.

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

**THAT** the Executive Director be authorized to execute **Work Authorization No. 21** 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 certain predevelopment support necessary for the CRRMA to advance several projects identified within the 2013 El Paso County Comprehensive Mobility Plan.

**PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF FEBRUARY 2014.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Scott McLaughlin, Chair

\_\_\_\_\_  
Susan A. Melendez, Board Secretary

**APPROVED AS TO CONTENT:**

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

## **WORK AUTHORIZATION NO. 21**

This **Work Authorization No. 21** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 16, 2009 (the "Agreement"), between the Camino Real Regional Mobility Authority ("Authority") and Atkins North America, Inc. formerly known as Post, Buckley, Schuh & Jernigan, Inc. ("GEC"). This **Work Authorization No. 21** is made for the purposes identified below, consistent with the services defined in the Agreement.

This **Work Authorization No. 21** is intended to provide general engineering, planning and development services from the GEC to the Authority to support the Authority with the joint planning and development of various projects identified within the 2013 El Paso County Comprehensive Mobility Plan (collectively referred to as the "2013 CMP Projects") by El Paso County, TxDOT, and the Authority. The Authority intends to issue debt for the development of the 2013 CMP Projects, but seeks the completion of various preliminary planning and development services in advance of the receipt of such debt proceeds. Therefore, this Work Authorization No. 21 intends to provide GEC services to the CRRMA in anticipation of one or more development agreements for the 2013 CMP Projects.

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 to the GEC.

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

In return for the performance of the obligations identified within this **Work Authorization No. 21**, the Authority shall pay to the GEC an amount not to exceed ONE HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED THIRTY ONE AND 00/100 DOLLARS (\$197,131.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT "B"**, dated February 8, 2014. 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: \_\_\_\_\_  
By: Raymond L. Telles  
Title: Executive Director  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CAMINO REAL RMA**  
**EXHIBIT A**  
**WORK AUTHORIZATION NO. 21**

**Atkins (the "GEC")**

**SERVICES TO BE PROVIDED BY THE GEC**

**INTRODUCTION**

The work contained within this work authorization is in anticipation of one or more development agreements between El Paso County and the Authority for various projects identified within the "2013 El Paso County Comprehensive Mobility Plan (2013 CMP Projects)" including, but not limited to:

- i. Eastlake Widening from I-10 to west of Darrington;
- ii. Old Hueco Tanks from North Loop to I-10;
- iii. Eastlake Extension from Darrington to Horizon;
- iv. Rojas Widening from City limits to Eastlake;
- v. Greg/Edgemere from City Limits to Vista del Este;
- vi. Arterial 1 from Pellicano to Paseo del Este; and
- vii. Manuel F. Aguilera Highway from South of SH 20 to I-10.

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC. This work authorization authorizes the GEC to start, in coordination with the Authority, certain preliminary engineering and development work prior to the financial agreements being executed that are necessary to fund the complete engineering and development of the 2013 CMP Projects. It is envisioned that the Authority will enter into one or more future work authorizations to authorize the GEC services necessary for the completion of the engineering work required to further develop the 2013 CMP Projects.

Under this scope of work the GEC will provide general engineering to support the Authority with the joint planning and development of the 2013 CMP by El Paso County, TxDOT, and the Authority. The following tasks further define the types of work efforts to be performed.

**1. TASK 1 – PROJECT EVALUATION, SCHEDULING AND PROGRAMMING**

**a. Project Evaluation, Planning and Programming**

The GEC shall familiarize itself with the 2013 CMP Project materials developed by TxDOT and others to a degree that is sufficient to identify potential project problems and areas that require revision or modification. Such a review shall include programming and scheduling aspects dependent upon the specifics of each individual project.

This will include attending meetings and coordinating with Authority, El Paso County, Town of Horizon City, City of Socorro, TxDOT, and other entities in order to gather data for the 2013 CMP Projects. Information to be obtained will include, but not be limited any of the following categories of information that may be available:

- Project Status;
- Project Schedules;

- Project Estimates;
- Project Scope and Assumptions;
- Project Issues;
- Project Requirements;
- Traffic Modeling;
- Project Design Plans;
- Project Schematics;
- Project Maps;
- Potential Funding Sources; and
- Stakeholders.

Information obtained during Data Collection will be evaluated for completeness and reasonableness and the GEC will prepare a report, which summarizes the status of each of the 2013 CMP Projects. The report will include the most current available information from the categories noted above, and shall also provide the following:

- Location Maps;
- Project Descriptions;
- Preliminary Implementation Schedules; and
- Project Issues and Special Requirements.

**b. Program Scheduling and Cost Estimating**

The GEC shall complete cost estimating services for each of the individual projects. Completion of this Task shall include a complete review of all available schematic layouts, preliminary estimates, engineering reports, design criteria, environmental documents, ROW mapping, real property acquisition, surveys, photogrammetry and preliminary utility coordination and any other reports, studies or data on the 2013 CMP Projects provided by TxDOT or others. Following the evaluation of the individual project cost estimates, total project cost estimate updates will be prepared. 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 individual projects through the development of a program schedule for the 2013 CMP Projects. A Master Program Schedule will be prepared that will show critical activities and milestones for each of the Projects. The following major tasks will be included:

- Schematic Design;
- Environmental Approval;

- Right-of-Way Acquisition;
- Utility Relocation;
- Permits; and
- Construction Letting.

## **2. TASK 2 – PROJECT DEVELOPMENT AND MANAGEMENT SERVICES**

### **a. Schematics, Environmental, ROW, Utilities, and Permits**

After completion of Task 1, the GEC will coordinate with the Authority, El Paso County, Town of Horizon City, City of Socorro, and TxDOT on prioritizing the preliminary development work for the 2013 CMP Projects; provided, however, that such prioritization will include monitoring and coordination with TxDOT and other entities as they may have begun such services on individual projects. Based upon that prioritization, the GEC will start preliminary development work on the Projects, which may include:

- Field Survey;
- Schematic Design;
- PS&E;
- Environmental Documentation and Field work;
- Right-of-Way Acquisition;
- Utility Relocation; and
- Permits.

### **b. Program Management and Administrative Support**

Administrative and project management services will be provided as necessary for the successful completion of the 2013 CMP Projects. These services may include the development and implementation of any or all of the following services for each or all of the individual projects: progress reports, meeting minutes, record keeping, invoicing, file management, scheduling and progress tracking and general project coordination. Other project-related costs that will be accounted for herein are travel, reproduction, courier services and related project development expenses normally associated with the development of similar transportation projects. Required documentation and limitations on these costs are detailed in Exhibit C of this Work Authorization.

## **3. TASK 3 – AGREEMENT, PROCUREMENT AND OUTREACH SERVICES AND PLANNING**

### **a. Project Agreement Support**

The GEC shall support the Authority as requested with the development of project agreements necessary for the implementation and completion of the 2013 CMP Projects. Such support could include assisting and coordinating with Authority staff, financial advisors, and others to develop project agreements.

### **b. Development of Procurement Approach and Documents**

The GEC shall support the Authority as necessary with the development of an approach for the construction lettings for the 2013 CMP Projects, including identification and initial preparation of documents necessary for such procurement processes.

This will include coordinating with the Authority, TxDOT, and Legal Counsel on the development of a procurement process for contractors aspiring to enter into construction contracts with the Authority to construct the 2013 CMP Projects. This includes the development of an approach and schedule defining the steps and timeline associated with the procurement process.

**c. Outreach / Public Participation**

The GEC shall support the Authority as necessary with the communication, public relations, and public participation aspects necessary to insure a successful program. Activities might include:

- Development and production of public information materials including exhibits, brochures, pamphlets, newsletters, presentation materials, etc.;
- Development of System Map and program graphics;
- Coordination of special events and activities, which focus on design and/or CSD efforts;
- Coordinate and facilitate meetings for the purpose of establishing two-way communication and rapport building with affected stakeholders; and
- Attend preparation meetings, prepare exhibits, and provide project personnel for Public Meetings, Public Hearings, Public Workshops, and Stakeholder Meetings.

[END OF EXHIBIT]

**FEE ESTIMATE SUMMARY****Work Authorization No. 21**

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| <b><u>TASK</u></b>  | <b><u>TOTAL</u></b> |
|---|---------------------|
| <b>TASK 1 – PROJECT EVALUATION, SCHEDULING AND PROGRAMMING</b>            | <b>\$ 51,460</b>    |
| <b>TASK 2 – PROJECT DEVELOPMENT AND MANAGEMENT SERVICES</b>               | <b>\$ 114,621</b>   |
| <b>TASK 3 – AGREEMENT, PROCUREMENT AND OUTREACH SERVICES AND PLANNING</b> | <b>\$ 15,450</b>    |
| <b>Directs</b>  | <b>\$ 15,600</b>    |
| <b>TOTAL</b>  | <b>\$ 197,131</b>   |



**Work Authorization No. 21**

| TASK / WORK DESCRIPTION  | A                               | B        | C        | D        | E        | F        | TOTAL |
|--|---------------------------------|----------|----------|----------|----------|----------|-------|
|  | (Estimated Average Labor Rates) |          |          |          |          |          | HRS   |
|  | \$ 82.00                        | \$ 62.00 | \$ 52.00 | \$ 43.00 | \$ 31.00 | \$ 21.00 |       |
| TASK 1 - PROJECT EVALUATION, SCHEDULING AND PROGRAMMING            | 90                              | 90       | 40       |          | 80       |          | 300   |
| TASK 2 - PROJECT DEVELOPMENT AND MANAGEMENT SERVICES               | 50                              | 50       | 242      | 260      | 260      |          | 862   |
| TASK 3 - AGREEMENT, PROCUREMENT AND OUTREACH SERVICES AND PLANNING |                                 |          | 30       | 50       | 50       |          | 130   |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |
|  |                                 |          |          |          |          |          | 0     |

| TOTAL DIRECT LABOR | 140                       | 140       | 140       | 312       | 310       | 390       | 0    | 1292       |
|--------------------|---------------------------|-----------|-----------|-----------|-----------|-----------|------|------------|
|                    | % Total by Classification |           |           |           |           |           |      |            |
| Labor Costs        | \$ 11,480                 | \$ 8,680  | \$ 16,224 | \$ 13,330 | \$ 12,090 | \$ -      | \$ - | \$ 61,804  |
| Overhead Costs     | 1.6225                    | \$ 18,626 | \$ 14,083 | \$ 26,323 | \$ 21,628 | \$ 19,616 | \$ - | \$ 100,277 |
| Profit             | 12.0%                     | \$ 3,613  | \$ 2,732  | \$ 5,106  | \$ 4,195  | \$ 3,805  | \$ - | \$ 19,450  |
| Total Loaded Labor | \$ 33,719                 | \$ 25,495 | \$ 47,653 | \$ 39,153 | \$ 35,511 | \$ -      | \$ - | \$181,531  |

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

|                              |                  |
|------------------------------|------------------|
| Plotting and Reproduction    | \$ 200           |
| Mail and Deliveries          | \$ 400           |
| Travel and Field Expenses    | \$ 15,000        |
| <b>Total Direct Expenses</b> | <b>\$ 15,600</b> |
|                              | 7.91%            |

Total \$ 197,131

**EXHIBIT C**  
**ATKINS WORK AUTHORIZATION NO. 21**

**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:** TxDOT 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 TxDOT's request or change in meeting because of TxDOT.

**Personal Automobile Mileage:** Up to the state approved rate of **55.5 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 **\$85.00 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 **\$36.00 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 \$10.00 and Dinner \$18.00 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 TxDOT. 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]**