CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (the CRRMA) recognizes the importance of the activities of the City of El Paso's International Bridge Department, as such activities could impact and be integrated with the tolling operations of the CRRMA;

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 support to the CRRMA necessary to evaluate the current operating practices and procedures of the Department, in order to develop proposed operational improvements that could ultimately result in efficiencies in operation and enforcement of the CRRMA's tolling activities;

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

THAT the Executive Director be authorized to execute Work Authorization No. 19 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 completion of an operational review of the City of El Paso's International Bridges Department; provided that such work authorization shall not take effect until the Executive Director issues a Notice to Proceed.

PASSED AND APPROVED THIS 11TH DAY OF DECEMBER 2013.

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. 19

This Work Authorization No. 19 is made as of this _____ day of ______, 2013, 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. 19 is made for the purposes identified below, consistent with the services defined in the Agreement.

This Work Authorization No. 19 is intended to provide general engineering and related services from the GEC to the Authority for the completion of an operational study of the City of El Paso's International Bridges Department, due to the importance of the City's Bridge Department operations to the CRRMA's tolling program. The final deliverable will be a report that provides clearly identified proposed operational and system improvements, as well as an action plan to achieve such desired improvements. The services contained herein are in support of the Financial Assistance Agreement between the Texas Department of Transportation (TxDOT) and the Authority, effective as of September 27, 2007 (the "FAA"), for the further study and development of the Authority's Toll Program. Analysis of the potential benefits and feasibility of integrating aspects of the Authority's Toll Program and facilities operated by the Department is consistent with the scope and purpose of the FAA.

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.** 19, the Authority shall pay to the GEC an amount not to exceed TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED SEVENTY THREE AND 00/100 DOLLARS (\$213,373.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT** "B", dated December 11, 2013. 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:	Raymond L. Telles	By:	
Title:	Executive Director	Title:	
Date:		Date:	

CAMINO REAL RMA (the "Authority")

EXHIBIT A WORK AUTHORIZATION NO. 19

Atkins (the "GEC")

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The Authority intends to commence operation of the César Chávez Express Toll Lanes in the near term, with additional tolled projects to follow (collectively, the Authority's Toll Program). The scope of this Work Authorization No. 19 covers the GEC support services for the Authority's operational review of the City's International Bridge Department (the Department), due to the importance of and potential benefit of the Department's activities to the Authority's Toll Program. The intent of this Work Authorization No. 19 is to provide the Authority with the support necessary to evaluate the current operating practices and procedures of the Department, in order to develop proposed operational improvements that could ultimately result in efficiencies in operation and enforcement of the Authority's Tolling Program.

The GEC will work with the Department to develop a knowledge base of documented work practices and existing tolling systems, analyze work practices, and identify desired operational improvements that focus on increasing operational efficiencies. The GEC will also look to strategies for integrating Department systems with current and planned elements of the Authority's Toll Program to achieve efficiency and provide an improved user experience for Department and Authority users. The final deliverable will be a report that provides clearly identified proposed operational and system improvements, as well as an action plan to achieve such desired improvements. The services contained herein are in support of the Financial Assistance Agreement between the Texas Department of Transportation (TxDOT) and the Authority, effective as of September 27, 2007 (the "FAA"), for the further study and development of the Authority's Toll Program. Analysis of the potential benefits and feasibility of integrating aspects of the Authority's Toll Program and facilities operated by the Department is consistent with the scope and purpose of the FAA. The following tasks further define the work efforts to be performed, and shall include all applicable reporting requirements.

1. TASK 1 – PROJECT KICKOFF, DATA GATHERING, AND FIELD INVESTIGATIONS

The GEC will facilitate a kickoff meeting with stakeholders including key Department staff. The kickoff meeting will introduce the scope of activities and set expectations. The kickoff meeting will also set clear lines of communication and expected work flows.

A. Data Gathering

The GEC will utilize the lines of communication established in the kickoff meeting to start the data gathering effort. The first step in data gathering will be to collect all current documents used to manage and communicate performance of the assets including, but not limited to:

- Organization chart with all employees
- General Ledger, chart of accounts
- Budgets (two years of budget to actual comparison)
- Annual report (two years)

- Policy and procedures
- Process flows
- Customer satisfaction results
- Marketing materials
- Special programs
- Key performance indicator reporting
- System generated management reports

B. Field Investigations

The GEC will review the existing documentation and create a field investigation work plan to document the actual management structure and work flows. The GEC will use this phase to identify and understand Department staff concerns and ideas for improvement. The field investigations will include, but are not limited to:

- Field verification and observation will verify all policies and work flows (to include timing activities to measure the amount of time required for each activity and establish throughput parameters)
- Stakeholder interviews to verify current experience, concerns, areas of excellence and understand expectations
- Executive interviews to verify current experience, concerns, areas of excellence and understand expectations
- Management team interviews— meet with team that manages day to day activities to verify current experience, concerns, areas of excellence and understand expectations
- Toll booth operator interviews to verify current experience, concerns, areas of excellence and understand expectations
- Customer focus groups— to verify current experience, concerns, areas of excellence and understand expectations
- Activity based cost analysis map costs associated with each activity to identify and gauge efficiency in operational areas
- Cash handling process map out the process and reconciliation from toll collector's obtaining the tour fund to final deposit
- System capacity and infrastructure review review the technical infrastructure of the lane and back office systems to identify capacity/capabilities of all technology used
- Back office review technical infrastructure of existing back office and identify opportunities to integrate César Chávez back office functionality

2. TASK 2 – DEFINED DESIRED STATE

The GEC shall analyze the data gathered in Task 1 and create a defined desired state of the assets. This will include:

- Identify the "perfect world" solution for the identified challenges
- Develop initial findings
- Preliminary Strengths, Weaknesses, Opportunities and Threats of findings and identify any outstanding information gaps
- Concepts on leveraging existing strengths

At the conclusion of Task 2, a calibration meeting will be held with the stakeholders to share initial findings and calibrate expectations with stakeholders.

3. TASK 3 – FINAL REPORT

Following the conclusion of Task 2, the GEC shall prepare an actionable final report that identifies initiatives that address leveraging identified strengths, shoring up weaknesses, capitalizing on opportunities, and mitigating existing threats to performance goals. The report will include:

- Quantified cost and impact to net profit of identified initiatives
- Prioritize identified initiatives
- Calibrate prioritization with stakeholders
- Finalize findings and complete report
- Prepare and deliver presentation of report to City and Authority representatives

4. TASK 4 – PROGRAM MANAGEMENT AND ADMINISTRATIVE SUPPORT

Administrative and project management services will be provided as necessary for the successful completion of the project. These services may include the development and implementation of any or all of the following services: progress reports, meetings, record keeping, invoicing, file management, scheduling and progress tracking and general project coordination.

5. LIST OF ASSUMPTIONS

A. Program Stakeholders

This work authorization assumes that program stakeholders will include various representatives from the City of El Paso and the Authority, including the City's Bridge Director and Deputy City Manager for Mobility Services.

B. Infrastructure Review

The City's bridge assets have had previous studies that focused on the civil infrastructure. This study will focus instead on operations and technical infrastructure and will not review the civil infrastructure.

C. 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.

D. Budget Allocation by Task

For the purposes of establishing a budget for the scope of work for this Work Authorization, separate Tasks are identified as outlined above. The GEC may exceed individual Task budgets established by Exhibit B as long as the Not to Exceed amount of the Work Authorization is not exceeded.

[END OF EXHIBIT]

FEE ESTIMATE SUMMARY

Work Authorization No. 19

<u>TASK</u>	ŗ	<u>rotal</u>
TASK 1 – Project Kickoff, Data Gathering, and Field Investigations	\$	74,957
TASK 2 – Defined desired state	\$	33,284
TASK 3 – Final Report	\$	39,864
TASK 4 – Program Management and Administrative Support	\$	20,560
Directs	\$	44,707
TOTAL	\$	213,373

Work Authorization No. 19

		A	В	2	D	E	F	TOTAL
	(Estimated Average Labor Rates) \$	82.00 \$	62.00 \$	52.00 \$	43.00 \$	31.00 \$	21.00	HRS
TASK / WORK DESCRIPTION								
IASK 1 – Project Kickoff, Data Gathering, and Field In	Field Investigations	120	36	80	216			452
TASK 2 – Defined desired state		48			172			220
TASK 3 – Final Report		92	4	2	132			230
TASK 4 - Program Management and Administrative Suj	ative Support	40	40			40		120
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TOTAL DIRECT LABOR		300	80	82	520	40	0	1022
	% Total by Classification	29.35%	7.83%	8.02%	50.88%	3.91%	0.00%	
Labor Costs	€9	24,600 \$	4,960 \$	4,264 \$	22,360 \$	1,240 \$	'	57.424
Overhead Costs	1.6225 \$	39,914 \$	8,048 \$	6,918 \$	36,279 \$	2.012	1	93.170
Profit	12.0% \$	7,742 \$	1,561 \$	1,342 \$	7,037 \$	390 \$,	18.071
Total Loaded Labor	€3	72,255 \$	14,569 \$	12,524 \$	\$ 92,676	3,642 \$	ļ ,	\$168,666

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

Plotting and Reproduction Mail and Deliveries Marketing Sub labor		200 400 7,000	
Focus group	69	20,000	
Louthan software license fee	↔	8,000	
Travel and Field Expenses	\$	\$ 9,107	
Total Direct Expenses	€	44,707	

Total \$ 213,373

20.95%

EXHIBIT C ATKINS WORK AUTHORIZATION NO. 19

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.

<u>Airline Costs</u>: 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.

<u>Personal Automobile Mileage</u>: 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.

<u>Automobile Rentals</u>: 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.

<u>Hotel Rates</u>: 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]