

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the City of El Paso (City), the Texas Department of Transportation (TxDOT) and the Camino Real Regional Mobility Authority (CRRMA) have agreed that it would be to their mutual benefit to cooperatively develop the I-10 Corridor Aesthetic Improvement Project (Aesthetic Project), as part of the 2008 Comprehensive Mobility Plan;

WHEREAS, pursuant to such desire, the City has provided the services of an Artist and Apprentices while the CRRMA has provided the technical services of its general engineering consultant (GEC), which has resulted in the completion of a conceptual design plan for the Aesthetic Project;

WHEREAS, the parties have also cooperatively worked together through the completion of the schematic design plan phase and now desire to move forward to the design and construction phase, which shall focus on the aesthetic improvements to the I-10 and Airway Interchange; and

WHEREAS, the CRRMA and its general engineering consultant (Atkins North America, Inc.) now desire to execute a new work authorization for the design and construction phase of the Airway Interchange portion of the Aesthetic Project;

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

THAT the Executive Director be authorized to execute **Work Authorization No. 14.1** 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 general engineering services necessary for the design development and construction phase of the Airway Interchange portion of the I-10 Corridor Aesthetic Improvement Project.

PASSED AND APPROVED THIS 10TH DAY OF APRIL 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. 14.1

This **Work Authorization No. 14.1** 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. 14.1** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and GEC entered into **Work Authorization No. 6** for the provision of GEC services in the development of conceptual design plans for the I-10 Corridor Aesthetic Improvement Project. The parties subsequently entered into **Work Authorization No. 14** for the GEC's design development work on the Airway Improvements schematic, which is an independent project within the I-10 Corridor Aesthetic Improvement Project. The GEC and the artist hired by the City of El Paso for the Project are now ready to proceed to the design and construction phases of the Airway Improvements.

This **Work Authorization No. 14.1** is intended to provide general engineering and related services from the GEC to the Authority relative to overall project management services as well as those services necessary for the completion of plans, specifications, estimates, construction letting, and construction oversight work required for the Airway Improvements portion of the I-10 Corridor Aesthetics Improvement Project, as more fully enumerated herein (the Project). The intent is for the GEC to finalize the design and procure and oversee construction of the Project. It is understood that the GEC services identified herein are dependent upon the services to be provided by the artist engaged by the City of El Paso. Accordingly, the services enumerated within this work authorization are intended as a guide, noting that actual services to be provided shall be governed by the design work to be developed by the artist; provided, however, that in the event that the artist's design work will require an increase in the services or compensation identified in this **Work Authorization No. 14.1**, the GEC shall immediately inform the Authority in advance so that the Authority may discuss such implications with the artist and the City prior to the incurrence of any such additional costs.

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 any services required by **EXHIBIT "A"** upon full execution of this **Work Authorization No. 14.1**, without the requirement for a separate Notice

to Proceed to the GEC. The GEC also recognizes that the CRRMA desires a successful but also expedited completion of this Project, with a letting prior to the end of the CRRMA's fiscal year 2013 and will work toward that goal.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 14.1**, the Authority shall pay to the GEC an amount not to exceed ONE MILLION ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWELVE AND 00/100 DOLLARS (\$1,113,512.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT "B"**, dated April 4, 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. This not to exceed amount shall be in addition to the not to exceed amount of FOUR HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$463,720.00) identified within **Work Authorization No. 14**; provided, however, that the parties recognize that the GEC will only utilize up to THREE HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$363,720.00) of the funds provided in **Work Authorization No. 14**.

Except to the extent expressly modified herein, all terms and conditions of the Agreement and **Work Authorization No. 14** 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 (the "Authority")

**EXHIBIT A
WORK AUTHORIZATION NO. 14.1**

ATKINS (the "GEC")

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 14.1** covers the GEC development of the plans, specifications, estimates, construction letting, and construction oversight for the aesthetic improvements at the IH10 and Airway Boulevard interchange in El Paso, Texas. Such contemplated work is referred to herein as the Project. This Work Authorization supplements Work Authorization No. 14 previously authorized by the CRRMA, which required the completion of the Schematic Phase of the Project. The services requested herein will allow the GEC to complete the services referenced above and are in support of the Project Development Agreement between the Authority and TxDOT as well as the Interlocal Agreement between the Authority and the City of El Paso, both of which were executed in pursuit of the development of the I-10 Corridor Aesthetics Improvement Project.

PROJECT SCHEDULE

This scope of services assumes the following schedule:

- 1. Detailed Design – To support an August 2013 letting (approximate schedule, pending approvals and reviews)
- 2. Construction Phase Services – approximately 6 months

SERVICES TO BE PROVIDED BY THE GEC

I. PROJECT MANAGEMENT AND PROJECT CONTROLS

Project Management:

- 1. Attend meetings, as necessary, to develop the proposed design development package, including:
 - a. Attend meetings with vendors and specialty manufacturers
 - b. Design meetings
 - c. Design comment resolution meetings
 - d. Miscellaneous meetings to coordinate specialty items
- 2. Perform general management duties required to maintain the Project and coordinate with the Authority, TxDOT, City of El Paso and other Project team members during the development of the Project.
- 3. Prepare monthly progress reports.

II. DATA ASSEMBLY AND REVIEW

1. Establish electronic files to TxDOT standards, maintain documentation of electronic files (i.e., level lists, file naming conventions, etc.), and provide electronic deliverables.
2. Institute the quality assurance and quality control (QA/QC) program for the Project.
3. Deliverables:
 - a. Submit plans per milestone; including the QA/QC review comments.

III. TOPOGRAPHIC SURVEY

Continue to develop topographic survey from additional data to augment the survey obtained in the design development phase.

IV. GEOTECHNICAL SERVICES

Additional investigation to supplement work completed in design development phase include hand excavation to determine soil conditions and strap locations behind the MSE retaining wall.

V. STRUCTURAL DESIGN

Structural Services:

1. Finalize truss modeling.
2. Design of truss members.
3. Design and detailing of truss member connections.
4. Aesthetic fin calculations. Analyze and design the fins for the current schematic design.
5. Design and detailing of fin to truss connections. Coordinate with the artist in developing options within the current schematic design.
6. Details for LED lighting connections to truss.
7. Design of Abutments/Bents/Columns and foundations for truss structures.
8. Bridge layouts for both truss structures.
9. Design and detailing of grade beam and foundation for landscape and bridge approach fins.
10. Design and detailing of connections of landscape and bridge approach fins to grade beams.
11. Planter/Retaining Walls
 - a. Design planter/retaining walls and footing.
 - b. Create plan and profile sheets for all proposed walls.
 - c. Soil nail design (Needed as retrofit for proposed foundations)
 - d. Create soil nail plan and profile sheets.
 - e. Detailing of planter/retaining and soil nail walls.
12. Landscape and bridge approach fin layouts

- a. Create plan and profile sheets for landscape and bridge approach fins

VI. LANDSCAPE DESIGN

Based on the approved Design Development Documents and Preliminary Cost Estimate, GEC shall prepare for approval by TxDOT, Construction Documents for components consisting of:

1. Grading plans for hardscape and involved open spaces.
2. Hardscape details to describe in elevation and section materials, finishes, and layout for construction.
3. Planting plan layouts around all Project improvements.
4. Planting details, notes, and specifications relating to the installation of all plant material described on plans.

VII. DEVELOP ESTIMATE OF PROBABLE CONSTRUCTION COST

GEC will provide construction quantity estimates and Opinions of Probable Construction Cost (OPCC) for the Project at each phase of design.

VIII. ROADWAY AND DRAINAGE DESIGN

Prepare preliminary, pre-final and final designs indicating roadway geometric features, intersection layouts, proposed cross-sections, ADA compliant accessible route, and associated details.

1. Prepare roadway drawings including:
 - a. Demolition Sheets;
 - b. Horizontal Control Layout Sheets;
 - c. Roadway plan/profile sheets;
 - d. Drainage improvements sheets; and SWPPP, and Details
 - e. Traffic Control
 - 1) Provide general notes for TCP
 - 2) Create advance warning layout sheets
 - 3) Provide narrative and typical sections
 - 4) Provide traffic control plan sheets and detour sheets
2. Provide technical specifications for civil improvements work, in accordance with City of El Paso or TxDOT specifications as applicable per existing conditions.
3. Provide Construction Documents
 - a. Completed Construction Documents (100%) will be submitted to TxDOT for final approval.
 - b. The GEC will submit construction plans, if required, to the Texas Department of Licensing and Regulation (TDLR) or independent contract provider for submittal and review. (Application Fees for TDLR review will be designated as a direct cost and shall be subject to

reimbursement as described in this Work Authorization, but shall be within the compensation identified herein.)

IX. ILLUMINATION

1. Illumination Layouts:

- a. Determine illumination pole locations, underpass lighting, decorative lighting, wiring requirements, voltage drops, service locations and requirements, in accordance with the TxDOT Highway Illumination Manual.
- b. Ensure compliance with Federal Aviation Administration (FAA) requirements for proximity to public airports or heliports; prepare and submit any required FAA Airway-Highway Clearance forms and related documentation.
- c. Design underpass lighting (LED).
- d. Design proposed electrical service locations as close as possible to the service drop to minimize costs.
- e. Prepare illumination analysis that considers illumination levels, uniformity, and light trespass in accordance with the TxDOT Highway Illumination Manual.

2. Illumination Details:

- a. Develop any and all details necessary to clarify the requirements of the illumination layouts, not covered by standard detail sheets.

3. Illumination Coordination:

- a. Coordinate with other design activities to ensure that pole placement does not conflict with storm drain placement, signs and/or sign bridges, landscaping, utility offset requirements and other features, and that bridge lighting locations meet all structural requirements.
- b. Coordinate with Utility provider on exact locations where the proposed electrical services can be obtained.

X. TRAFFIC ENGINEERING (SIGNALIZATION)

The GEC will provide the necessary engineering services for the preparation of the plans, specifications and estimates (PS&E) relating to the traffic signal modification at the Project site.

1. Prepare design plans for traffic signal modifications.

- a. Field-check the intersection and photograph the key intersection features, confirm dimensions for use on the base map, locate visible utilities, identify conflicts with the existing traffic signal, and identify locations for relocated or new traffic signal equipment. The local utility locating service will be contacted prior to performing the field work.
- b. Prepare a base map of the intersection based on the field work, available plans and available survey work.
- c. Evaluate proposed roadway design plans.
- d. Prepare a preliminary layout of the signal modification design for review. This preliminary layout will include Right of Way limits, existing traffic signal layout, and proposed traffic signal modifications.

- e. Prepare final construction plans for traffic signal modifications.
- f. Additional items will include:
 - 1) All applicable TxDOT El Paso District Standard Sheets
 - 2) All applicable TxDOT Standard Sheets
 - 3) Details of Traffic Signal Pole Foundations
 - 4) Details of Single Mast Arm Pole, Double Mast Arm Pole, Long Mast Arm and Strain Pole Assemblies

XI. CONSTRUCTION PHASE SERVICES

The GEC will provide professional services associated with construction oversight including the procurement, construction engineering, and inspection in accordance with the PDA. The GEC will provide qualified technical and professional personnel to perform this task including LGPP certified personnel. 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 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:

1. Procurement Services
 - a. Evaluation of CRRMA procurement policies
 - b. Development of procurement documents
 - c. Management of procurement process
 - d. Contract review
2. Construction Oversight Inspections
 - a. Perform and report construction inspections
 - b. Review and report final documentation of construction quantities in support of Contractor's draw requests
 - c. Maintain diaries, logs, and records for a record of the Contractor's progress
 - d. Provide a digital photo log of the Project area prior to and during construction
3. Material Acceptance Testing

The GEC will perform Material Acceptance Testing services to certify that the Project complies with the Contract Documents and FHWA requirements for quality assurance. Activities will include:

- a. Material inspection and testing as required by FHWA requirements for quality assurance
- b. Material inspection and testing in accordance with the TxDOT guide schedule
- c. Increases in inspection and testing frequencies above minimums when required to resolve Project quality issues as outlined in the TxDOT guide schedule

- d. Providing services in accordance with the Contractor's construction schedule including night and weekend shifts
 - e. Providing services as dictated by the Contractor's construction production rates
 - f. Conduct and document field reviews of the maintenance of SWPPP requirements
 - g. Conduct and document field reviews of the maintenance of traffic control devices
 - h. Provide the documentation for deficiency reports on any non-compliance of traffic control devices or layouts
4. Traffic Control
- a. Issue deficiency reports to the Contractor on any non-compliance of traffic control devices or layouts
 - b. Working through TxDOT El Paso District, coordinate with the Contractor, affected third parties, interested agencies, and emergency responders for major traffic disruptions
 - c. Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractor, or interested parties
5. Requests for Information (RFI) and Non-Conformance Report Processing and Management
- a. Review and comment on Project RFIs
 - b. Prepare and manage Non-Compliance Reports (NCRs) for non compliant work
 - c. Maintain, log and retain all documents associated with RFIs and NCRs
6. Shop Drawing / Submittals Processing and Management
- a. 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.
 - b. Engineer of Record review as required
 - c. Maintain, log and retain all documents associated with shop drawings
 - d. Coordinate with the Contractor
7. Contractor Draw Requests
- a. Review completeness of Contractor's submittal, including:
 - o Cover sheet
 - o Monthly progress report
 - o Report of personnel hours
 - o Progressed schedule of values
 - o DBE utilization report
 - o Updated Project schedule
 - o Waiver of liens from previous draw requests
 - o Material on hand invoices
 - o Confirmation of Davis Bacon requirements (certified payrolls)
 - o Prompt Pay certification
 - b. Evaluate that the request accurately reflects monies due for acceptable work completed
 - c. Notify the CRRMA of amount approved for payment
8. Utility Coordination

The GEC will provide oversight, coordination, and assistance for utility related activities as required by final design. Specific activities may include:

- a. Review conceptual relocation utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability
- b. Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments
- c. Participate in meetings as necessary to effectively manage the utility coordination process
- d. Schedule periodic meetings with utility owner's representatives for coordination purposes
- e. Meet with the Contractor as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution
- f. Assist TxDOT with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities
- g. Review of utility adjustment agreements including plans, estimates, and property interest
- h. Monitor and report utility adjustment status

9. CRRMA Construction Coordination Support

The GEC will support CRRMA in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- a. Texas Department of Transportation (TxDOT)
- b. Federal Highway Administration (FHWA)
- c. El Paso Metropolitan Planning Organization (El Paso MPO)
- d. City of El Paso
- e. Other Agencies as identified and as directed by CRRMA

10. Notice of completion

When the Project is complete the GEC will:

- a. Coordinate with the Contractor and TxDOT in the generation of a punch list
- b. Inspection of punch list completion
- c. Verify there are no outstanding claims related to the Contractor's work
- d. Provide a Notification of Completion to the CRRMA.

XII. PUBLIC INVOLVEMENT

The GEC will perform public involvement activities as requested by the CRRMA such as:

1. Public Information and Project Updates

Public outreach concerning Project information and construction updates, including:

- a. Respond to public inquiries regarding the Project

2. Media Outreach Support

Assist the CRRMA, as requested, with the following public and media outreach tasks:

- a. Provide content for updates on the CRRMA's Project web site
- b. Issuance of Contractor's public notices of traffic changes and local road detours and closures through the TxDOT District office
- c. Respond to media inquiries
- d. Respond to open record requests

II. LIST OF ASSUMPTIONS

1. Acquisition of Schematic ROW

It is assumed that there is no additional ROW required for this Project and that all improvements will be within the existing ROW.

2. It is assumed that TxDOT will provide in plant material acceptance inspection and testing services for products typically incorporated into the work on TxDOT projects.

3. Project Vehicles

The GEC shall provide vehicles to staff as required. Vehicles will be invoiced at the lump sum monthly rate of \$1000.00/vehicle. Lump sum rate will be prorated to this Project based upon utilization of the vehicle on the Project. Vehicle reimbursement rate shall be all inclusive for cost incurred associated with the use of said vehicle, including:

- a. Fuel
- b. Insurance premiums
- c. Tax, title, and registration fees
- d. 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.

4. 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. 14.1

<u>TASK</u>	<u>TOTAL</u>
Task 1 -Design Phase Services	\$ 632,409
Task 2 -Construction Phase Services	\$ 481,103
TOTAL	\$ 1,113,512

Task 1 -Design Phase Services

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
A Production Management and Quality Control	100	320					420
B Geotechnical		24			44	20	112
C Survey			6		20		26
D Utility Coordination			32	220			252
E Roadway Design		4	8	140	186		338
F Drainage Design		4		64	130		198
G Structural Design		80	200	300	270	315	1165
H Retaining Wall Design		40	150	280	255	200	925
I Signing & Pavement Marking							0
J Traffic Control Plan				80	80	155	339
K Illumination & ITS	140	80	64	112	400		796
L Quantity Summary							0
M Standards, Specifications and Estimate	60	100	24	0	168		352
N Aesthetics							0
O Oversight Reviews		16			20	20	72
P Project Management & Administration							

TOTAL DIRECT LABOR	316	668	532	1196	1573	710	4995
% Total by Classification	6.33%	13.37%	10.65%	23.94%	31.49%	14.21%	
Labor Costs	\$ 25,912	\$ 41,416	\$ 27,664	\$ 49,036	\$ 48,763	\$ 14,910	\$ 207,701
Overhead Costs	\$ 1,6225	\$ 42,042	\$ 67,197	\$ 79,561	\$ 79,118	\$ 24,191	\$ 336,995
Profit	\$ 8,155	\$ 13,034	\$ 8,706	\$ 15,432	\$ 15,346	\$ 4,692	\$ 65,364
Total Loaded Labor	\$ 76,109	\$ 121,647	\$ 81,255	\$ 144,029	\$ 143,227	\$ 43,794	\$610,059

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

Plotting and Reproduction	\$ 2,850
Mail and Deliveries	\$ 2,000
Misc Expenses	\$ -
Travel and Field Expenses	\$ 9,300
Geotechnical services	\$ 8,200
Total Direct Expenses	\$ 22,350

Total \$ 632,409

Task 2 -Construction Phase Services

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
Task 2 -Construction Phase Services	40	140	408	1260	585	435	2868
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	40	140	408	1260	585	435	2868
	% Total by Classification						
Labor Costs	\$ 3,280	\$ 8,680	\$ 21,216	\$ 51,660	\$ 18,135	\$ 9,135	\$ 112,106
Overhead Costs	\$ 1,622	\$ 5,322	\$ 14,083	\$ 34,423	\$ 83,818	\$ 29,424	\$ 181,892
Profit	\$ 1,032	\$ 2,732	\$ 6,677	\$ 16,257	\$ 5,707	\$ 2,875	\$ 35,280
Total Loaded Labor	\$ 9,634	\$ 25,495	\$ 62,316	\$ 151,736	\$ 53,266	\$ 26,831	\$329,278

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

Plotting and Reproduction	\$ 1,000
Mail and Deliveries	\$ 11,500
Misc Expenses	\$ -
Travel and Field Expenses	\$ 19,325
Material Testing	\$ 120,000
Total Direct Expenses	\$ 151,825
	31.56%
Total	\$ 481,103

EXHIBIT C
Atkins Work Authorization No. 14.1

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, time period 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 costs are unallowable. Airline ticket "reissue or change fee" is reimbursable only if the change was at CRRMA's/TxDOT's request or change in meeting because of CRRMA and/or TxDOT.

Personal Automobile Mileage: Up to the state approved rate of **.555 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the dates, destinations, and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** (or current State guidelines) plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Use of automobile rental not related to the project is unallowable. Legible itemized receipts are required.

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. Legible itemized receipts are required. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable such as: 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). *Tips and alcohol are not reimbursable.*

[END OF EXHIBIT]