

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the Texas Department of Transportation (TxDOT) have agreed that it would be to the region's benefit to cooperatively develop the Loop 375 at I-10 (Americas Interchange) Project, which originally included the design and construction of three direct connectors;

**WHEREAS**, the CRRMA and TxDOT subsequently agreed that the CRRMA would provide the design services necessary for a fourth direct connector (westbound to northbound (WBNB)) to be constructed by TxDOT;

**WHEREAS**, the CRRMA and TxDOT later agreed through a Project Development Agreement (PDA), as amended, that the CRRMA would design two additional direct connectors (westbound to southbound (WBSB) and eastbound to southbound (EBSB)), also to be constructed by TxDOT;

**WHEREAS**, the CRRMA and TxDOT have since further amended the PDA for the CRRMA to complete the remaining design services necessary for the ultimate schematic of the Americas Interchange, which includes the two final direct connectors (southbound to eastbound (SBEB) and northbound to eastbound (NBEB)), additional frontage road and cloverleaf work and the CRRMA now seeks to engage its general engineering consultant to assist in the completion of such additional design services;

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

**THAT** the Executive Director be authorized to execute **Work Authorization No. 15.1** 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 general engineering services to complete all remaining design work necessary for the ultimate schematic of the Americas Interchange, which includes the two final direct connectors (southbound to eastbound (SBEB) and northbound to eastbound (NBEB)), additional frontage road and cloverleaf work.

**PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF MARCH 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. 15.1

This **Work Authorization No. 15.1** 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. 15.1** is made for the purposes identified below, consistent with the services defined in the Agreement and is intended to supplement existing **Work Authorization No. 15** between the Parties.

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). The execution of the PDA gave rise to **Work Authorization No. 12** between the Authority and the GEC. The PDA was later revised by Amendment No. 1 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 has now been further revised by Amendment No. 2 to include the design of the northbound to eastbound (NBEB) and southbound to eastbound (SBEB) direct connectors as well as the frontage roads on I-10, and the cloverleaf ramps not already designed or constructed, based on the FHWA approved schematic provided by TxDOT. PDA Amendment No. 2 gives rise to this **Work Authorization No. 15.1**, as a supplement to increase scope and budget to **Work Authorization No. 15**.

The Authority and TxDOT have agreed that the Authority should provide the additional design work contemplated by PDA Amendment No. 2 for the NBEB, SBEB, frontage roads and cloverleafs through its GEC while TxDOT will be retain responsibility for the procurement and construction aspects of all such additional work. Accordingly, the requested GEC services include all engineering and related work necessary for the development of the plans, specifications and estimates required to provide TxDOT with complete designs for the additional scope, including some services necessary during TxDOT's procurement and construction phases, all as more fully defined herein.

Therefore and in consideration of the mutual covenants and agreements between the parties, the Authority and GEC hereby agree to the following.

### **Section A. – Scope of Services**

In addition to those services required under **Work Authorization No. 15**, 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. It is expressly agreed and understood that **EXHIBIT "A"** includes all services necessary to provide the scope required of the Authority pursuant to Amendment No. 2 of the Project Development Agreement between the Authority and TxDOT.

**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. 15.1**, the Authority shall pay to the GEC an amount not to exceed THREE MILLION FIVE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$3,514,898.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT "B"**, dated February 28, 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 SEVEN HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$724,626.00) identified within **Work Authorization No. 15**, the services of which have not yet been completed.

Except to the extent expressly modified herein, all terms and conditions of the Agreement and **Work Authorization No. 15** 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. 15.1****ATKINS (the "GEC")****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of this **Work Authorization No. 15.1** covers the services requested of the Authority's General Engineering Consultant (GEC) for the development of the Plans, Specifications and Estimates for the Loop 375 northbound (NB) to I-10 eastbound (EB), the Loop 375 southbound (SB) to I-10 eastbound (EB) direct connector ramps, frontage roads on I-10, and the cloverleaf ramps not already designed or constructed, based on the FHWA approved schematic provided by TxDOT, in El Paso, Texas, commonly referred to as the Americas Interchange. Such contemplated work is referred to herein as the Project. This Work Authorization supplements Work Authorization #15 previously authorized by the CRRMA. 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.

The following tasks further define the work efforts to be performed.

**1. TASK 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:

- **Pre Design Conference**

The GEC will develop Project specific geometric and drainage criteria and summarize in a Design Summary Report (DSR) which shall form the basis of the design and development of the Plans, Specifications, and Estimate (PS&E). The Project design will be based upon the FHWA approved Americas Interchange schematic, the existing schematic. The DSR along with the existing schematic will be reviewed in a pre design conference to establish the Project scope. Attendees shall include the CRRMA, the GEC and TxDOT.

- **Project Schedule**

The GEC will develop and maintain a Project schedule that is used to communicate milestones with the Project team, CRRMA and TxDOT. The Project schedule will be

developed based upon a March 2013 notice to proceed and a December 2013 PS&E submittal.

- **Production of Design**

The GEC will deliver the following design submittals to TxDOT:

- 30% preliminary plan review consisting of:
  - plans depicting profile, and superelevation information for each roadway
  - proposed typical sections showing existing and proposed horizontal dimensions, cross slopes, location of profile grade line, pavement layer thickness and composition, earthen slopes, right of way lines
  - bridge, and retaining wall layouts
  - hydraulic studies and drainage area maps
  - plan location and text of proposed mainlane guide signs that includes lane lines or arrows indicating the number of lanes
  - special specifications identified
  - exceptions identified
- OTS working set of plans for design oversight (over the shoulder review/non hold point)
- District Design Review (DDR) immediately preceding 100% submittal.
  - Set of plans for District review. Comments to be addressed prior to 100% submittal
- 100% final plan review consisting of:
  - seven copies of the final set 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 as part of final submittal
- Post 100% Schematic Update
  - updated schematic based upon Americas Gateway Builder's schematic to show the three direct connectors built by AGB and the five to be built by others

- **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 develop a geotechnical boring plan to complete the Project design. A geotechnical report will be compiled for the borings, material analysis and foundation recommendations for bridges, retaining walls, high mast lighting and overhead sign bridges.

Geotechnical data will be provided on bridge P&P sheets as typically provided for El Paso District standards.

### **C. SURVEY**

The GEC will utilize existing project control points provided by TxDOT and will provide topographical survey required for the design of the Project. The gore area and stub out of the SBEB and NBEB direct connectors, from the SBWB and NBWB direct connectors respectively will be surveyed to determine the as-built location of that portion of the respective bents that the SBEB and NBEB direct connectors will tie to. In addition any drainage, roadway or signage changes that AGB has completed will be surveyed and utilized as part of the design.

The GEC will provide:

- Survey Control Sheets
- Project supplemental topography
- Verify horizontal and vertical survey control
- Acquire survey data along the proposed SBEB and NBEB direct connector alignment, and sections of the IH10 EB and WB frontage roads as described in the Introduction section of this document.
- Provide survey control sheets
- Provide digital terrain model (DTM) of the area surveyed
- Provide triangulated irregular network (TIN) file

### **D. UTILITY SUE AND COORDINATION**

The GEC will review the schematic, the existing utility information from the interchange project, meet with the utility companies and perform additional Level C SUE for the Project design limits. It is assumed that any utilities found to be in conflict will be relocated prior to construction, unless agreed to by the Authority and TxDOT that the interest of the Project and public would be better served if the utility were relocated during construction. The GEC will incorporate the utility information into the roadway plans. The GEC will not be responsible for utility agreements.

The GEC will provide:

- Illustrate existing utility locations on Roadway Plan sheets
- Illustrate existing utility crossings on Roadway Profile sheets
- List of Utility Contacts

### **E. WATERLINE RELOCATION DESIGN**

The GEC anticipates performing design function for the relocation of four (4) EPWU waterlines within the limits of the project. The GEC will not be responsible for utility agreements.

### **F. ROADWAY DESIGN**

The GEC will provide:

- Verification that schematic fits within existing ROW
- Basic project plan sheets (title, index, layout, etc)

- Existing and proposed typical sections
- Horizontal geometry, alignment and superelevation data
- Roadway plans and profile
- Grading and details
- Miscellaneous details
- Demolition plans.

#### **G. DRAINAGE DESIGN**

The GEC will provide:

- Drainage area maps
- Storm drain plan and profile sheets
- Culvert plan and profile sheets
- Runoff, inlet, storm sewer, culvert and ditch calculations
- Storm water pollution prevention plan sheets
- National flood insurance program coordination (Local Floodplain Administrator).
- Mitigation of additional runoff will be a consideration for this project especially for the section of the project on the westside of LP 375.

#### **H. STRUCTURAL DESIGN**

The GEC will provide:

- Bridge layouts, combination of steel and concrete girders
- Final design calculations and details
- Interior bent details, framing plans, and a slab plan
- Drainage inlet details
- Miscellaneous details
- Soil boring logs
- Standard details
- Aesthetics to match details currently being developed by Americas Gateway Builders.

#### **I. RETAINING WALL DESIGN**

The GEC will provide:

- Retaining wall layouts with plan and profile
- Detail at abutment bent
- Types, limits and anchorage details of railing
- Aesthetics to match details currently being developed by Americas Gateway Builders

#### **J. SIGNING AND PAVEMENT MARKINGS**

The GEC will provide:

- Signing and pavement markings Layouts
- Overhead sign structures elevations & foundations
- Large sign detail sheets
- Small sign summary sheets
- Large sign summary sheets.

**K. TRAFFIC CONTROL PLAN**

The GEC will provide:

- Preliminary construction sequencing concept plan
- Traffic control typical sections for each stage
- TCP overview plans
- Advanced warning sign layouts
- Detailed traffic control plan sheets including temporary drainage
- Detailed sequence of construction and narrative by phase and step
- Detour layout sheets
- Attendance at a safety review meeting to present proposed traffic handling scheme to TxDOT's safety review committee.

**L. ILLUMINATION AND ITS**

Additional highmast lighting will be installed along the IH10 WBFR to the east of RV Channel. Highmast lighting will also be added along the IH10 EBFR to the west of Alza Drive.

The GEC will provide:

- Lighting layout plans based on high mast lighting, additional conventional and underpass lighting in conjunction with existing highmast lighting and center median lighting
- Circuit layouts
- Voltage drop calculations
- Pole elevations
- Layout plans for those sections of the existing ITS system affected by the Project
- Coordination with the utility companies for identification of power sources
- Identification of potential utility conflicts and resolve with utility company.

**M. QUANTITY SUMMARY**

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

- traffic control (per phase)
- roadway
- drainage items
- retaining walls
- bridges
- removals
- pavement markings
- small/large signs
- illumination
- ITS
- SW3P.

**N. 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.

#### **O. GEC OVERSIGHT**

The GEC will oversee the development of the design and coordinate between other projects in the area. These services may include agreement support, attending coordination meetings with TxDOT or TxDOT's contractor or consultant on other projects and general project coordination. In addition, after a design submittal has been through the design quality control and the design quality assurance reviews, the GEC will perform a design quality oversight review. This review will:

- Audit records to verify DQC/DQA process
- Check and review compliance with schematic and DSR
- Audit design to confirm all previous review comments have been incorporated.

#### **P. PROJECT MANAGEMENT AND ADMINISTRATION**

Project management and administrative 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 for the Project: progress reports, meetings, record keeping, invoicing, file management, scheduling and progress tracking.

### **2. TASK 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 relocations.
- 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.

### **3. LIST OF ASSUMPTIONS**

#### **A. Project Limits**

The limits of the Project are as follows:

- SBEB single lane direct connector from approximate SBEB Sta. 36+10 to Sta. 54+55
- NBEB single lane direct connector from approximate NBEB Sta. 34+90 to Sta. 46+75
- SBEB/NBEB departure structure from approximate NBEB Sta. 46+75 to Sta. 53+72

- SBEB/NBEB embankment departure structure and IH10 EBML entrance from approximate NBEB Sta. 53+72 to IH10 EBML Sta. 580+00 including widening of existing IH10 EBML bridge structure
- IH10 EBFR, widen to 3 lanes, from approximate IH10 EBFR Sta. 543+50 to Sta. 586+00, including removal of the existing and reconstructing the EBFR bridge over RV Channel
- NB-EB FR-FR Connector ramp from approximate LP 375 NBFR Sta. 248+50 to IH10 EBFR Sta. 557+25 including removal of the existing NB-EB FR-FR connector ramp
- IH10 EBML exit ramp and IH10 EBML widening to accommodate proposed exit ramp including removal of existing entrance ramp
- Four cloverleaf ramps (EB-NB, NB-WB, WB-SB & SB-EB) from proposed gore to proposed gore, to include any frontage road section not already reconstructed or overlain from frontage road gore to start/end of bridge
- IH10 EBFR, widen to 3 lanes, from approximate IH10 EBFR Sta. 586+00 to Sta. 609+89, (exist gore of exit ramp to Eastlake)
- IH10 WBFR, widen to 3 lanes, from approximate IH10 WBFR Sta. 555+00 to Sta. 613+72, including removal of the existing and reconstructing the WBFR bridge over RV Channel
- IH10 WBFR, widen to 3 lanes, from approximate IH10 WBFR Sta. 473+11 to Sta. 515+00. Does not include design of the proposed braided ramp. WBFR profile will be raised to eliminate low water crossings, culverts will be extended and inlets installed to capture runoff before crossing the WBFR
- IH10 EBFR, widen 1 lane to the inside to develop 3 lane facility, from approximate IH10 EBFR Sta. 473+60 to Sta. 528+00. EBFR profile will be raised to eliminate low water crossings and culverts extended to ROW

#### **B. 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 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 EPWU.

#### **C. 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 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.

**D. Services During Construction**

This work authorization specifically excludes all services during construction, except those listed in Task 2 above, including but not limited to:

- Construction letting
- Construction engineering and inspection services
- Materials acceptance testing
- Utility relocations.

**E. 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. 15.1

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<u>TASK</u>	<u>TOTAL</u>
Task 1 -Design Phase Services	\$ 3,295,102
Task 2 -Construction Phase Services	\$ 219,796
<b>TOTAL</b>	<b>\$ 3,514,898</b>

**Task 1 -Design Phase Services**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
A Production Management and Quality Control	295	256	116	249	191	80	1187
B Geotechnical			24		102	31	157
C Survey				553	422		975
D Utility SUE & Coordination				50	573		624
E Waterline Relocation Design				320	569		889
F Roadway Design	221	360	617	1184	1567	37	3949
G Drainage Design	214	360	640	1291	1920		4461
H Structural Design	445	327	1266	1512	3812		7361
I Retaining Walls	17	32	41	52	58		200
J Signing & Pavement Marking	21	57	410	0	183		671
K Traffic Control Plan	137	593	488	694	1016	43	2971
L Illumination & ITS	11	62	352	31	118		574
M Quantity Summary	20	50	96	114	85		364
N Standards, Specifications and Estimate	21	47	61	51	46		226
O Oversight Reviews	148	168					316
P Project Management & Administration	118	118	50	50	60	60	456

TOTAL DIRECT LABOR		1669	2429	4162	6150	10721	251	25381
		% Total by Classification	6.57%	16.40%	24.23%	42.24%	0.99%	
Labor Costs	\$ 136,817	\$ 150,610	\$ 216,406	\$ 252,146	\$ 332,340	\$ 5,265	\$ 1,093,584	
Overhead Costs	1.6225 \$ 221,986	\$ 244,364	\$ 351,119	\$ 409,107	\$ 539,221	\$ 8,542	\$ 1,774,340	
Profit	12.0% \$ 43,056	\$ 47,397	\$ 68,103	\$ 79,350	\$ 104,587	\$ 1,657	\$ 344,151	
Total Loaded Labor	\$ 401,860	\$ 442,371	\$ 635,629	\$ 740,603	\$ 976,149	\$ 15,463	\$ 3,212,075	

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

Plotting and Reproduction	\$ 17,331
Mail and Deliveries	\$ 4,272
Misc Expenses	\$ 6,863
Travel and Field Expenses	\$ 16,531
Geotechnical services	\$ 38,030
<b>Total Direct Expenses</b>	<b>\$ 83,028</b>

2.52%

**Total \$ 3,295,102**

**Task 2 -Construction Phase Services**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
Task 2 -Construction Phase Services	310	310	310	310	310	310	1240
	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	

	TOTAL DIRECT LABOR					
	310	310	310	310	310	0
Labor Costs	\$ 25,420	\$ 19,220	\$ 16,120	\$ 12,710	\$ -	\$ -
Overhead Costs	1.6225	31,184	26,155	20,622	-	-
Profit	12.0%	8,000	6,049	5,073	4,000	-
<b>Total Loaded Labor</b>	<b>\$ 74,664</b>	<b>\$ 56,453</b>	<b>\$ 47,348</b>	<b>\$ 37,332</b>	<b>\$ -</b>	<b>\$ -</b>

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

Plotting and Reproduction	\$ 1,000
Mail and Deliveries	\$ 500
Misc Expenses	
Travel and Field Expenses	\$ 2,500
<b>Total Direct Expenses</b>	<b>\$ 4,000</b>
	1.82%

**Total \$ 219,796**

**EXHIBIT C**  
**Atkins Work Authorization No. 15.1**

**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]