

**CAMINO REAL REGIONAL MOBILITY  
AUTHORITY**

**AGREEMENT**

**FOR**

**PROFESSIONAL ENGINEERING AND  
ENVIRONMENTAL SERVICES**

**FOR**

**LOOP 375 (AMERICAS AVENUE) MANAGED  
LANES PROJECT**

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**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
AGREEMENT FOR PROFESSIONAL ENGINEERING AND  
ENVIRONMENTAL SERVICES**

**THIS AGREEMENT FOR ENGINEERING AND ENVIRONMENTAL SERVICES** (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CAMINO REAL REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter called "Authority," and Brown & Gay Engineers, Inc., a professional engineering firm registered in the State of Texas, hereinafter referred to as the "Engineer."

**WITNESSETH**

**WHEREAS**, pursuant to that certain Request for Qualifications, dated July 11, 2012, the Authority sought to identify and obtain the services of a qualified engineering firm to provide preliminary engineering and environmental services for the Loop 375 (Americas Avenue) Managed Lanes Project ("Project"); and,

**WHEREAS**, five firms submitted responses setting forth their respective qualifications for the work; and

**WHEREAS**, three shortlisted firms were issued the Request for Proposals, dated September 20, 2012; and

**WHEREAS**, the Authority has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of payments hereinafter stipulated to be made to the Engineer by the Authority, the parties do hereby mutually agree as follows.

**ARTICLE 1  
SCOPE OF SERVICES**

The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment A, Services to be Provided by the Authority, and Attachment B, Services to be Provided by the Engineer. Notwithstanding the foregoing, the Authority may request that the Engineer perform additional services and may issue work authorizations for such services in accordance with Article 5. All services provided by the Engineer shall conform to standard engineering practices and applicable rules and regulations. All work shall be subject to the review of the Authority, the Authority's General Engineering Consultant ("GEC"), the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA") and other Project stakeholders.

**ARTICLE 2  
EFFECTIVE DATE**

This Agreement becomes effective when fully executed by all parties hereto. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

Time is of the essence with respect to the performance and completion of all the services to be furnished by the Engineer pursuant to this Agreement. Without limiting the foregoing, the Engineer shall furnish all services in such a manner and at such times as the schedule, as identified in Attachment C, Project Schedule, requires such that no delay in the progression of the Project will be caused by or be in any way attributable to the Engineer.

**ARTICLE 3  
COMPENSATION**

The maximum amount payable under this Agreement without modification is shown on Attachment D, Fee Proposal. The basis of payment is also identified in Attachment D. Reimbursement of costs incurred under this Agreement shall be in accordance with Attachment D and with the cost principles set forth at 48 Code of Federal Regulations (“CFR”) Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

**ARTICLE 4  
PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting, in a form acceptable to the Authority, one (1) copy of a monthly itemized billing statement showing the amount due and payable and certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month. The CRRMA intends to seek reimbursement from TxDOT pursuant to a toll equity grant, financial assistance agreement, project development agreement, or other form of financial assistance for all services performed under this Agreement. The Engineer bears the responsibility for insuring that all work performed is reimbursable by TxDOT. As such, the billing statements submitted by the Engineer shall be in a form directly acceptable to TxDOT for reimbursement by TxDOT to the Authority, and each billing statement shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided. Upon request of the Authority, the Engineer shall submit additional records to support the invoiced salary and expense figures.

**B. Place of Payment.** Payments owing under this Agreement will be made by the Authority to:

Brown & Gay Engineers, Inc.  
10777 Westheimer Suite 400  
Houston, TX 77042

**C. Effect of Payment.** No payment by the Authority shall relieve the Engineer of its obligation to timely deliver the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject the same and, if the Engineer fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority as required by Article 8, the Engineer shall return any compensation received therefore. In addition to all other rights provided in this Agreement or otherwise available, the Authority shall have the right to set off any amounts owed by the Engineer pursuant to the terms of this Agreement upon providing the Engineer prior written notice thereof.

**D. Timing of Payment.** Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article 4, the Authority shall make a good faith effort to pay the amount as follows:

(1) The Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming billing statement from the Engineer. Payment shall be due to the Engineer from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, project development agreement, or any form of financial assistance but which TxDOT refuses to pay, in whole or in part.

(2) For any amount invoiced to the Authority by the Engineer for which the Authority disputes payment, or for which reimbursable amounts are disputed by TxDOT, the period for payment referenced herein shall not commence until such dispute is resolved.

**E. Withholding Payments.** The Authority reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) a dispute over the work or costs thereof or a dispute concerning reimbursable amounts by TxDOT; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

**F. Required Reports.**

(1) The Engineer shall submit monthly Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises. One (1) copy shall be submitted with each billing statement to the Authority's address included in Article 36 hereof.

(2) Prior to Agreement closeout, the Engineer shall submit a Final Report (Exhibit F-4) to the Authority's address set forth in Article 36 hereof.

(3) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

**G. Audit.** The Authority shall have the exclusive right to examine the books and records of the Engineer as they may relate to the services contemplated by this Agreement. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and shall make such materials available at its office during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives, TxDOT, FHWA, the United States Department of Transportation (US DOT) Office of Inspector General (OIG), and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

## **ARTICLE 5 WORK AUTHORIZATIONS**

Execution of this Agreement shall serve as the work authorization for the tasks described in Attachment B. In the event that the Authority requests that the Engineer complete tasks not described in Attachment B, the Engineer shall, upon oral directive from the Authority, prepare a work authorization for the specific task(s) and submit such work authorization to the Authority for approval. No work shall begin on a task until the work authorization is approved and fully executed.

## **ARTICLE 6 SCHEDULE**

**A. Progress Meetings.** As required or upon request of the Authority, the Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

**B. Conferences.** At the request of the Authority or the Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer's services and work when requested by the Authority.

**C. Inspections.** If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the US DOT.

**D. Reports.** The Engineer shall promptly advise the Authority in writing of events that have a significant impact upon the progress of the services included in the Agreement, including, but not limited to:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken

or contemplated, and any Authority, state, federal or other assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in this Agreement, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

## **ARTICLE 7 SUSPENSION OF WORK**

**A. Notice.** Should the Authority desire to suspend the work but not terminate the Agreement, the Authority may verbally notify the Engineer followed by written confirmation, giving thirty (30) days notice, with such period commencing upon provision of such verbal notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** Work may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Authority to resume the work. Both parties may waive the thirty-business day notice in writing.

**C. Limitation of Liability.** The Engineer shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the services pursuant to this Agreement, provided, however, that any time limits established by the project schedule shall be extended to allow for said suspension or modifications thereof. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion of the Agreement.

## **ARTICLE 8 CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Engineer shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified herein.

**B. Work Does Not Comply with Agreement.** If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Agreement. The Engineer shall complete the revision within the established schedule; no additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this Agreement that are necessary to correct errors or omissions appearing therein, when required to do so by the Authority, within the established schedule. No additional compensation shall be paid for this work.

**D. Supplemental Agreements.** The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period. No claim for extra work done or materials furnished shall be made by the Engineer until full execution of any supplemental agreement and authorization to proceed is issued by the Authority. The Authority reserves the right to withhold payment pending verification of satisfactory work performed.

## **ARTICLE 9 OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this Agreement are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

**B. Disposition of Documents.** All documents prepared by the Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

**C. Release of Documents.** The Engineer: (1) will not release any documents created or collected under this Agreement except to its subproviders as necessary to complete the work; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for any portion of the documents created by the Authority.

## **ARTICLE 10 PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The Authority will comply with Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Agreement.

**B. Confidentiality.** The Engineer shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.



**ARTICLE 11  
PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall provide adequate and sufficient personnel and equipment to perform the services required under the Agreement. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

**B. Removal of Engineer's Employee.** All employees of the Engineer assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Engineer to remove any employee from association with the work if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Engineer must notify the Authority in writing as soon as possible, but no later than three (3) days after a project manager or other key personnel, as designated in Attachment E, Organization Chart, is removed from association with this Agreement, giving the reason for removal.

**D. Authority Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel, as designated in Attachment E, Organization Chart, without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority in a reasonable time, but no later than thirty (30) days..

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Engineer or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when the Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

**ARTICLE 12  
SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract or transfer any portion of the work under this Agreement without prior written approval from the Authority.

**B. DBE Compliance.** The Engineer's subcontracting program shall comply with the DBE requirements of the Agreement.

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in this Agreement and any provisions required by law. The Engineer is responsible for ensuring that subcontracts comply with all applicable law and that subproviders are paid in accordance with legal and contractual requirements.

**D. Prior Review.** Subcontracts for professional services in excess of \$25,000 shall be submitted to the Authority for approval, including approval of subcontract payment terms, prior to performance of work thereunder.

**E. Engineer Responsibilities.** No subcontract shall relieve the Engineer of any of its responsibilities under this Agreement.

### **ARTICLE 13 INSPECTION OF WORK**

**A. Review Rights.** The Authority, TxDOT, and the US DOT, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority, state or federal representatives in the performance of their duties.

### **ARTICLE 14 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Authority before final reports are issued. The Authority's comments on the Engineer's preliminary reports must be addressed in the final reports.

### **ARTICLE 15 VIOLATION OF AGREEMENT TERMS**

**A. Increased Costs.** Violation of Agreement terms, breach of Agreement, or default by the Engineer shall be grounds for termination of the Agreement, and any increased or additional cost incurred by the Authority arising from the Engineer's default, breach of Agreement or violation of Agreement terms shall be paid by the Engineer.

**B. Remedies.** This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **ARTICLE 16 TERMINATION**

**A. Causes.** The Agreement may be terminated by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner;
- (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
- (4) by the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty (30) days notice of termination in writing to the Engineer;
- (5) by the Authority, if the Engineer violates the provisions of Article 23, Gratuities, or Article 24, Disadvantage Business Enterprise Requirements; or
- (6) by satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the Authority terminate this Agreement as herein provided, no fees other than undisputed fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under paragraph A (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period.

**C. Value of Completed Work.** If the Engineer defaults in the performance of the work or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the Attachment D) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

**D. Calculation of Payments.** The Authority shall use the fee structure shown in Attachment D in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Surviving Requirements.** The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of

the Authority and the Engineer under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

**F. Payment of Additional Costs.** If termination of this Agreement is due to the failure of the Engineer to fulfill its obligations under the Agreement, the Authority may take over the Project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

## **ARTICLE 17 COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

## **ARTICLE 18 INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.**

## **ARTICLE 19 ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of work products (i.e., plans, data, environmental documents, technical reports, public involvement deliverables, and related design) prepared under this Project and shall check all such material accordingly. The work will be reviewed by the Authority's GEC, as defined in Article 20 below, for conformity with the Authority's procedures and the terms of the Agreement. Review by the GEC does not include detailed review of work products or checking the accuracy of work products. The responsibility for accuracy and completeness of such items shall remain solely that of the Engineer. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Engineer's responsibility for all questions arising from errors and/or omissions will be determined by the Authority. The Engineer shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the plans, specifications and estimate (PS&E) phase of the Project has been completed. In the event that the Authority discovers a possible design error or omission, the Authority shall notify the Engineer and seek to involve the Engineer in determining the most effective solution with respect to time and cost, provided that the Authority shall ultimately determine the solution that is chosen.

**C. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

**D. Resealing of Documents.** Once the work has been sealed and accepted by the Authority, the Authority, as the owner may find it necessary to alter, complete, correct, revise or add to the work with another engineer. If necessary, the second engineer will affix his or her seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

## **ARTICLE 20 ROLE OF GENERAL ENGINEERING CONSULTANT**

The Authority will utilize its GEC to assist in its management of this Agreement. The GEC is authorized by the Authority to provide the management and technical direction for this Agreement on behalf of the Authority. The management of any or all the technical and administrative provisions of the Agreement may be delegated to the GEC and the Engineer shall comply with all of the GEC's directives that are within the purview of the Agreement, in such event. Decisions concerning Agreement amendments and adjustments, such as time extensions and Supplemental Agreements, shall be made by the Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Authority with its comments and recommendations.

Should any dispute arise between the GEC and the Engineer, concerning the conduct of this Agreement, either party may request a resolution of said dispute by the Executive Director of the Authority, whose decision shall be final. Neither the GEC nor the Engineer shall submit requests for resolution without the full knowledge and consent of the other party and after having attempted, in good faith, to resolve such dispute.

**ARTICLE 21  
NONCOLLUSION**

**A. Warranty.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Any such efforts to solicit or secure this Agreement were completed pursuant to and in accordance with the procurement process utilized by the Authority.

**B. Liability.** For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 22  
INSURANCE**

The Engineer and all subcontractors and subconsultants shall furnish the Authority a properly completed Certificate of Insurance approved by the Authority prior to beginning work under the Agreement and shall maintain such insurance (and the Professional Liability Insurance discussed herein) through the Agreement period. The Engineer shall provide proof of insurance in a form reasonably acceptable by the Authority. The Engineer certifies that it has insurance coverages as follows:

**A. Workers' Compensation Insurance.** In accordance with the laws of the State of Texas, Engineer shall maintain employer's liability coverage with a limit of not less than \$500,000.

**B. Comprehensive General Liability Insurance or Commercial General Liability Insurance.** If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$2,000,000 for aggregates

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**C. Professional Liability Insurance.** Engineer shall provide and maintain professional liability coverage, with limits not less than \$3,000,000 per claim and \$3,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier.

**D. Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle.

**E. Valuable Papers Insurance.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**F. General Insurance Requirements.** For all insurance required by this Article 22, certificates of insurance shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All policies must be written through companies licensed to transact that class of insurance in the State of Texas and acceptable to the Authority.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under Sections B, C and D, above, shall name the Authority and the Engineer as additional insureds and shall protect the Authority, the Engineer, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Engineer, its officers, employees, directors, subconsultants, agents, and representatives in the performance of the services rendered under this Agreement.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Authority, at the address provided in Article 36 below.

## **ARTICLE 23 GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that employees of the Authority shall not accept any benefit; gift or favor from any person doing business with or who reasonably speaking may do business with the Authority under this Agreement. Employees may accept meals offered in the course of normal business relationships and promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of business advertising.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to Authority employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

## **ARTICLE 24 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The Engineer agrees to comply with the assigned DBE goal of six percent (6%).

## **ARTICLE 25 CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations.** The Engineer shall comply with the regulations of the Department of Transportation, Title 49, CFR, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375 (“Regulations”).

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

**C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the



Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as it, the FHWA, or TxDOT may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Engineer under the Agreement until the Engineer complies; and/or

(2) cancellation, termination, or suspension of the Agreement, in whole or in part.

**F. Incorporation of Provisions:** The Engineer shall include the provisions of Article 26 A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Authority to enter into such litigation to protect the interests of the Authority; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 26 PATENT RIGHTS**

The Authority and the US DOT shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Agreement.

## **ARTICLE 27 COMPUTER GRAPHICS FILES**

The Engineer agrees to comply with TxDOT's Computer-Aided Design (CAD) Manual.

## **ARTICLE 28 DISPUTES**

**A. Disputes Between the Parties.** Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to the Agreement, including a dispute concerning the cost of services, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means: (1) mediation; (2) arbitration; and/or (3) legal proceedings in a court of

competent jurisdiction. Resolution of any claims, questions, or disputed amounts shall be subject to approval by the CRRMA Board of Directors.

**B. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer or any contract with a subconsultant in support of the services authorized herein.

## **ARTICLE 29 SUCCESSORS AND ASSIGNS**

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Engineer shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

## **ARTICLE 30 SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE 31 PRIOR CONTRACTS SUPERSEDED**

This Agreement, including all attachments, constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

## **ARTICLE 32 CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The Engineer and its subconsultants shall not enter into any contract with TxDOT, FHWA, the City of El Paso or other agencies or parties during the term of this Agreement which could create a conflict of interest with the services provided to the Authority and shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests. The Engineer shall at all times comply with the Conflict of Interest Policy adopted by the Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

**B. Environmental Disclosure.** The Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of this Project on which the environmental assessment is prepared.

**ARTICLE 33  
ENTIRETY OF AGREEMENT**

This writing, including Attachments and addenda, if any, embodies the entire Agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.

**ARTICLE 34  
SIGNATORY WARRANTY**

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

**ARTICLE 35  
NOTICES**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Engineer:</b> Rafael Cruz-Rodriguez, PE Brown & Gay Engineers, Inc. 7000 North Mopac, Suite 330 Austin, Texas 78731	<b>Authority:</b> Executive Director Camino Real Regional Mobility Authority 2 Civic Center, 9 <sup>th</sup> Floor, El Paso, Texas 79901
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 36  
CONTROLLING LAW, VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in El Paso County, Texas, for all disputes.

**ARTICLE 37  
INCORPORATION OF ATTACHMENTS**

Attachments A through F, are attached hereto and incorporated into this Agreement as if fully set forth herein.

**ARTICLE 38  
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Agreement, and each of the Attachments (together, the “Agreement Documents”), are an essential part of the Agreement between the Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Agreement Documents are intended to be complementary and to describe and provide for a complete Agreement. In the event of any conflict among the Agreement Documents or between the Agreement Documents and other documents, the order of precedence shall be as set forth below:

- A. Agreement (Supplemental) Amendments;
- B. This Agreement (without Attachments A, B, C, D, E and F); and
- C. Services to be Provided by Authority and Engineer (Attachments A and B).

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Agreement Documents set forth in this Article 39, in the event of a conflict within a Agreement Document or set of Agreement Documents with the same order of priority (including within documents referenced therein), the Authority shall have the right to determine, in its sole discretion, which provision applies.

**ARTICLE 39  
AUTHORIZATION**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

IN WITNESS WHEREOF, the **Authority** and the **Engineer** have executed this Agreement in duplicate.

**BROWN & GAY ENGINEERS, INC.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Raymond L. Telles

\_\_\_\_\_  
Title

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachments to Agreement for Engineering Services  
Incorporated into the Agreement by Reference**

<b>Attachments</b>	<b>Title</b>
A	Services to Be Provided by the Authority
B	Services to Be Provided by the Engineer
C	Project Schedule
D	Fee Proposal
E	Organization Chart

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE AUTHORITY**

The Authority shall perform and provide the following in a timely manner so as not to delay the services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Place at Engineer's disposal all reasonably available information pertinent to the Project, including previous reports, drawings, specifications, or any other data relative to the Project. CRRMA will obtain 2009 aerial photography and mapping from TxDOT and provide files to the Engineer.
3. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
4. Render decisions and approvals as soon as reasonably possible to allow for the expeditious performance of the services to be provided by the Engineer.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**



**ATTACHMENT B**

**SERVICES TO BE PROVIDED BY THE ENGINEER**

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Appendix A: Project Scope for Environmental Documents

**ATTACHMENT B  
SERVICES TO BE PROVIDED BY THE ENGINEER**

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
LOOP 375 (AMERICA’S AVENUE) MANAGED LANES PROJECT**

**I. PURPOSE**

The work to be performed by the Engineer under this Agreement with the Camino Real Regional Mobility Authority (CRRMA) will consist of conducting environmental and preliminary engineering services for CRRMA’s Loop 375 (Americas Avenue) Managed Lanes Project (Project). The Engineer shall prepare the documentation necessary to secure environmental approval to support final design and construction of the Project. Services include:

- a) providing project management and administration;
- b) surveying efforts;
- c) developing the Design Schematic;
- d) conducting environmental studies in accordance with the National Environmental Policy Act of 1969 (NEPA) to secure environmental clearance; and
- e) conducting public involvement activities.

**II. PROJECT DESCRIPTION**

The approximately 6.1-mile-long Project includes the addition of two lanes (one in each direction) to the existing four-lane, divided, limited access facility. The approximate Project limits are from Zaragoza Road to Pellicano Drive. All or a portion of the Project will include managed toll lanes. The managed lanes are programmed for the median and would form a seamless continuation of the managed lanes that are currently being constructed along Loop 375 Southern Corridor Phase I (César Chávez) from U.S. Highway (US) 54 to Zaragoza Road.

The new managed lanes would be added inside the existing mainlanes, thereby increasing the capacity of the Americas Avenue portion of the Loop 375 corridor from four to six lanes. The limits for the managed lanes portion of the Project will be determined during the environmental studies. Depending on where tolling starts, the Project could provide for an additional 6.1 miles of managed lanes from the César Chávez Managed Lanes eastern project terminus to Pellicano Drive. Collectively, the Americas Avenue and César Chávez Managed Lanes projects could result in 15 miles of an uninterrupted managed lane option from US 54 to Pellicano Drive.

New structures would be required over a number of major arterials (North Loop/Farm-to-Market [FM] 76, Alameda Avenue/State Highway [SH] 20, Socorro Road/FM 258, Pan American Drive, S. America Avenue, and Zaragoza Road/FM 659) and the Union Pacific Railroad (UPRR) track. The Project also

includes the construction of frontage road bridges over the UPRR and approaches to provide continuous frontage roads for this facility.

The direction of the interchange ramps between Zaragoza Road and Alameda Avenue will be revised or reversed from its current configuration.

The Project is included as an added capacity toll project in the El Paso Metropolitan Planning Organization's (MPO) TransBorder 2035 Metropolitan Transportation Plan (MTP). No new right-of-way (ROW) or easements will be required for the project, including properties owned by the El Paso County Water Improvement District No. 1 (El Paso County WID No. 1).

Projects adjacent to the Americas Avenue Managed Lanes are described herein.

### **Loop 375 – César Chávez Managed Lanes**

The Loop 375 César Chávez Managed Lanes project extends approximately 9 miles from Zaragoza Road to US 54. Construction is currently underway to rehabilitate the four existing lanes and create two new managed toll lanes (one in each direction). The four existing lanes are being completely rehabilitated and will remain nontolled. Two new managed lanes would be tolled and provide users with an additional option throughout the corridor. The new managed lanes would be added in the median of the existing mainlanes, thereby increasing the capacity of the César Chávez corridor from four to six lanes. The total project cost to date is approximately \$63 million. Schematic, Environmental, and Plans, Specifications, and Estimates (PS&E) services were completed in February 2011 by the Texas Department of Transportation (TxDOT). Construction, which is also the responsibility of TxDOT, began in July 2011 and is anticipated to be complete in August 2013. The CRRMA will be responsible for the design, installation, and operation of all tolling systems.

### **Loop 375 at I-10 (Americas Interchange)**

On August 31, 2010, the CRRMA entered into a design-build Comprehensive Development Agreement (CDA) for Loop 375 at Interstate Highway 10 (I-10, known locally as Americas Interchange) Project. The \$141 million project initially included the design and construction of three direct connectors and related improvements at the interchange. Additional projects have been designed and let to provide added direct connectors to the interchange.

The Americas Interchange Project is under construction, being managed by the CRRMA and consists of the design and construction of three direct connectors and related interchange improvements, including (i) eastbound I-10 to northbound Loop 375; (ii) southbound Loop 375 to westbound I-10; and (iii) northbound Loop 375 to westbound I-10. The design-builder began work in September 2010 and is anticipated to be substantially complete in January 2013. The CRRMA has designed three additional direct connectors and related interchange improvements, including (iv) westbound I-10 to northbound Loop 375; (v) westbound I-10 to southbound Loop 375; and (vi) eastbound I-10 to southbound Loop 375. TxDOT has let a construction contract to complete this additional interchange work. The CRRMA and TxDOT are currently negotiating a project development agreement that contemplates the design and construction of the remaining two direct connectors and associated roadway improvement to complete the ultimate configuration of the interchange.

### III. SERVICES TO BE PROVIDED BY THE ENGINEER

Professional services to be provided by the Engineer shall comply with the latest edition of all applicable codes, ordinances, criteria, standards, regulations, and other laws. The Engineer shall be responsible for completing environmental and preliminary engineering services through final NEPA approval. The services to be provided by the Engineer may include, but is not limited to, the following key elements:

- A. Project Management and Administration
- B. Survey
- C. Schematic Design
- D. Environmental Studies
- E. Public Involvement Activities

#### A. Project Management and Administration

The Engineer, in coordination with the CRRMA, will be responsible for directing and coordinating all activities related to the Project. Project management and administration tasks shall include a Project Management/Work Plan, Progress Reporting, Coordination/Administration, Project Control/Scheduling, and Subconsultant Management. The work shall include, but not limited to, the following:

##### 1) Project Management/Work Plan

- Develop a Project Management/Work Plan to reflect the following:
  - organization and responsibilities
  - coordination and communication procedures
  - coordination meetings
  - deliverables
  - graphic production standards
  - quality control (QC) procedures/plan to ensure the accuracy and quality of the deliverables produced
  - other important operational information pertaining to Engineer/CRRMA collaboration

##### 2) Progress Reporting

- The Engineer shall prepare and submit monthly progress reports of activities completed during the reporting period to the CRRMA.
- The monthly progress reports will include: activities completed, initiated or ongoing, during the reporting period; activities planned for the coming period; problems encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; and updated project schedule.
- The Engineer shall prepare and submit invoices that include financial and DBE participation data. Invoice shall include hours worked by individual, hourly rate, monthly invoice amount as compared to the baseline monthly estimate, monthly cumulative invoice amount as

compared to baseline monthly cumulative estimate, and reasons for deviations from baseline, if appropriate. The progress report shall be submitted as an attachment to the invoice.

**3) Coordination/Administration**

- The Engineer shall maintain a communication tracking system, identifying all formal communications (format to be approved by the CRRMA).
- The Engineer shall coordinate with CRRMA GEC staff regularly throughout project development.
- The Engineer shall coordinate with the CRRMA GEC staff to help compile and maintain a comprehensive Administrative Record.

**4) Project Control/Scheduling**

- The Engineer shall develop and maintain a Master Schedule for the Project indicating tasks/subtasks, critical dates, milestones, deliverables, and review requirements.
- The Engineer shall update the Schedule on a monthly basis.
- Individual task/subtask durations in the schedule shall not exceed 30 days.
- The Engineer shall include all CRRMA GEC, TxDOT, and other 3<sup>rd</sup> party reviews in the schedule.

**5) Subconsultant Management**

- The Engineer shall develop and implement a plan to manage subconsultants (as part of the project management plan).
- The Engineer shall prepare subcontracts for subconsultant(s).
- The Engineer shall monitor subconsultant activities (staff and schedule).
- The Engineer shall review and recommend approval of subconsultant progress reports and invoices.

**6) Coordination Meetings**

- The Engineer shall prepare for and attend one kick-off meeting to discuss project guidelines and present general project requirements and expectations.
- Coordination meetings shall be held quarterly (assume 5) along with bi-weekly telecom meetings with the CRRMA GEC.
- Agenda for each meeting shall be submitted to the CRRMA GEC three (3) days prior to each meeting.
- Written meeting summaries including action items will be prepared and finalized ten (10) days following each meeting.

**Deliverables**

- Project Management Plan
- Progress Reports and Invoices

- Summaries of all meetings
- Administrative Record
- Project Schedule and monthly updates
- Subconsultant Contracts, Progress Reports and Invoices

## **B. Survey**

All surveying shall comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes, and applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors shall be used as a guide in determining accuracy requirements and procedures. The Engineer's field surveying efforts shall include, but not limited to, the following:

### **1) Project Control**

- Establish primary and secondary control monuments. The horizontal and vertical datum for the existing control monuments will be as follows:
  - Horizontal – Texas TxDOT Plane Coordinate System of 1983
  - Vertical – NAVD 88.

### **2) Ground Survey**

- The Engineer shall perform ground survey within obscured areas to collect the ground elevations and planimetric features to supplement the 2009 aerial photography and mapping file provided by TxDOT.
- The Engineer shall perform ditch/channel cross-sections at 25-foot intervals, or at intermediate points to identify abnormalities, along and perpendicular to the canal centerline for a distance of 100 feet left and right of the existing ROW to supplement the aerial mapping file.
- The Engineer shall survey railroad track cross-sections at 25-foot intervals, or at intermediate points to identify abnormalities, along and perpendicular to the canal centerline for a distance of 100 feet left and right of the existing ROW to supplement the aerial mapping file.
- The Engineer shall survey the horizontal and vertical location of the existing roadway for a distance of 1,000 feet each side of the Project limits to supplement the aerial mapping file.

Files shall include, as applicable, all features listed on TxDOT's current Photogrammetric Mapping Legend symbology, and level structure shall be in compliance with TxDOT's current Photogrammetric Mapping.

### **Deliverables**

- Final planimetric and topographic base map showing all mapped planimetrics and supplemental field survey data described above.
- Final Triangulated Irregular Network (TIN) file
  - All electronic files shall be fully compatible with TxDOT's MicroStation GeoPak system without further modification or conversion.

- All MicroStation V8 2D and 3D files will be in U.S. survey feet.

### C. Schematic Design

For the purpose of this scope of services, a proposed typical section of six main lanes and two lane frontage roads (three lanes if warranted from traffic analysis) will be used. Two managed lanes (one in each direction) would be added to the median of the existing four-lane facility. The Engineer shall provide services for the Design Schematic process, to include, but not limited to, the following items:

#### 1) Data Collection

The Engineer shall collect, assemble, and document relevant project related data as necessary, and/or as deemed necessary by the CRRMA, and shall become familiar with the information early in the design process, including:

- Photographic Record - The Engineer shall collect the appropriate data including a photographic record of existing features. The photographic record is intended to document important landmarks that exist along the project corridor. Photos shall be prepared in the .JPG digital format.
- Utility/ROW Data - The Engineer shall acquire all existing above and below ground utility plans and documents (public and private), existing ROW data, a listing of utility companies to be contacted, and other pertinent information.
- Transportation Reports – The Engineer shall acquire any and all available pertinent ongoing and completed regional transportation and mobility study reports, environmental reports and other studies relating to air quality, planning and land use documents, feasibility studies, and construction plans for improvements to facilities within the study area.
- Traffic Management System Reports – The Engineer shall acquire any El Paso District area ITS System planning documents and ITS Master Plan as well as National and Regional ITS Architecture documents if necessary. Acquire ITS System as-built documents showing existing ITS features above ground as well as all underground infrastructure if necessary.
- Municipality Reports/Developments – The Engineer shall acquire documents for proposed development along the proposed route from local municipalities and local ordinances related to project development including requirements for offsite drainage.
- Traffic Data – The Engineer shall acquire historical traffic data, existing traffic counts, and project traffic projections from TXDOT to determine the appropriate design for the frontage roads over the UPRR and to be used in the environmental analyses.

#### 2) Design Criteria

Submit design criteria to be used in the design of the Project for approval by CRRMA prior to beginning schematic design work. Preliminary Design criteria shall include, but not limited to, the following roadway elements: Facility Type, design speed, acceptable level of service, horizontal criteria, stopping sight distance, maximum curvature, and maximum super-elevation rates, vertical criteria, minimum and maximum gradient, K-values, and vertical clearances, cross section criteria, lane widths, shoulder widths, pavement cross slope and maximum side slopes,

intersection horizontal and vertical criteria including corner radii, and design vehicle turning movements.

### 3) Roadway Design

Complete efforts required to develop roadway elements of the Project, including the preparation of roadway and bridge widening(s) typical sections, proposed bridge (s) typical sections, horizontal geometric designs, and vertical geometric designs for all main lanes, frontage road lanes, ramps, cross roads (if any), and construction sequencing plan narrative and typical sections.

### 4) Design Schematic

The Design Schematic shall show, as a minimum:

- Typical sections of all improvements including widened or new bridge structures
- Roadway plan and profile and superelevation
- Location and text of proposed main lane guide signs
- Location and text of proposed managed lane signs
- Lane lines and arrows indicating the number of lanes
- Proposed (if required) and existing ROW limits:
  - Provide design cross-sections to verify ROW requirements
  - Show existing and proposed ROW limits
  - Show existing (if any) and proposed easements
  - Show the proposed toe of slope
- Bridge widening(s) limits
- New bridge(s) limits
- Retaining wall(s) limits
- Noise wall(s) limits (if any)
- Roadway lighting locations
- Geometrics, such as pavement cross slopes, lane/shoulder widths, slope rates (for fills and cuts) of the typical sections of proposed main lanes, frontage roads, ramps, and cross roads (if any), shown in planview and cross sections.
- Current and projected traffic volumes as provided by TxDOT
- Control of access lines
- Utility conflicts/adjustments with location and elevation information
- Existing and proposed drainage structures
- Preliminary traffic control and sequence of construction plan
- Proposed signing and striping layout

### 5) Other Items

The Engineer shall perform the following tasks to support the engineering design effort:



- a. Develop Engineer’s cost estimate to include construction, ROW, utility relocations, and contingencies.
- b. Prepare drainage analysis and maps of the existing and proposed drainage systems.
- c. Prepare a bridge type evaluation and analysis for all proposed new and widening structures.
- d. Prepare a lighting study to evaluating high mast or traditional lighting schematics.
- e. Prepare ITS study to assess and identify any impacts to the existing ITS system in operation.
- f. Develop initial aesthetic (bridges, walls, sign supports, light fixtures, etc) and landscaping enhancements.
- g. Present reports and findings to CRRMA GEC, as required.
- h. Work cooperatively and collaboratively with other governmental agencies and design consultant firms responsible for adjacent projects.

### **Deliverables**

- Design Summary Report
- Preliminary and Final (30, 60, 90, and 100 percent) Design Schematic
- Cost Estimate for all phased Design Schematic submittals
- Geopak and MicroStation .DGN files for Design Schematic
- Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics

### **D. Environmental Studies**

On October 24, 2012, TxDOT ENV determined that an Environmental Assessment (EA) is the appropriate level of documentation to be prepared for this project. The fully executed *Project Scope for Environmental Documents* is provided as [Appendix A](#). The Engineer shall perform tasks to complete technical environmental studies and advance the project through final NEPA approval. The Engineer shall prepare an EA and associated technical support documentation in accordance with the requirements of 23 CFR 771.119, FHWA T 6640.8A, TAC Title 43, Part 1, Chapter 2, TxDOT’s Environmental Manual, and current TxDOT guidelines, policies, procedures, and all applicable Standards of Uniformity (SOU) in effect as of the date of execution of this Agreement. The EA shall document the social, economic, and environmental conditions and potential impacts of the proposed project and shall contain sufficient detail to meet regulatory requirements for legal sufficiency. In advance of preparing the EA, the Engineer shall submit a detailed annotated EA outline for TxDOT’s approval. The EA shall include the following chapters/sections as applicable to the Project.

#### **1) Need and Purpose**

The Engineer shall describe the proposed project and the transportation problem(s) or needs the proposed project is intended to address. This chapter shall also include the following:

- Description of the proposed project history, early coordination/planning, and a discussion about the proposed project’s relationship to regional and/or statewide planning/transportation plans (logical termini and independent utility, linkage to system, capacity, and projected traffic/transportation demand).

- Description of bicycle and pedestrian accommodation considered, taking into consideration existing and anticipated bicycle and pedestrian facility systems and needs.
- Description of the planning process, including agency public involvement, and TxDOT and local transportation planning.
- Description of public involvement conducted for the project and plans for future public involvement, if any.
- Description of cost and project funding.
- Applicable regulatory requirements and required coordination.

## 2) Alternatives

The Engineer shall describe alternatives considered for detailed study. This chapter shall describe the process used to develop, evaluate, and eliminate potential alternatives. One build alternative and the no-build alternative will be analyzed in the EA.

## 3) Affected Environment and Environmental Consequences

The Engineer shall describe the existing human and natural environmental setting for the area affected by, and the potential direct effects of, the proposed project. The description will be limited to data, information, issues, and values that will have a bearing on possible impacts and mitigation measures. Methods of analyses for resources and issues that will be addressed in the EA are provided herein.

### a. Socioeconomic Impacts

1. The Engineer shall identify and evaluate the social and economic impacts of the proposed project.
2. The Engineer shall use appropriate data sources, such as the U. S. Census, windshield surveys, maps, and aerial photographs to determine the potential for social impacts. Potential social impacts to be documented include:
  - i. Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections there from.
  - ii. Other populations (disabled, elderly).
  - iii. Land uses in the project area (community services, schools, etc.).
  - iv. Mobility – pedestrian, bicycle, transit, cars.
  - v. Safety (traffic and potential for crime).
  - vi. Other potential impacts identified in studies of social impacts.
3. The Engineer shall identify the property owners and tenants adjacent to a roadway project.
4. The Engineer shall identify all potential commercial and residential displacements.
5. The Engineer shall identify potential replacement housing or other replacement sites.

6. The Engineer shall identify the racial, ethnic and income level of affected individuals and communities, in order to determine any disproportionate impacts on any minority or low-income individuals or communities.
7. The Engineer shall develop mitigation measures for social, economic and community impacts for the build alternative.
8. The Engineer shall use public contact and public involvement to gather information from individuals and communities regarding social impacts of the proposed project.
9. The Engineer shall estimate losses and gains to tax revenues due to the location of the proposed project.
10. The Engineer shall evaluate travel modes and patterns in the study area, in order to determine any impacts the proposed project may have on access to homes, businesses and community services. The Engineer shall use predictive models, observation, and/or public contact to determine travel modes and patterns.
11. The Engineer shall identify and evaluate the potential for impacts to disabled and elderly individuals and populations. The Engineer shall use the U. S. Census and public contact to determine how the proposed project may impact these individuals and populations.

**b. Land Use**

The Engineer shall develop a general description of the project area. The Engineer shall analyze the potential impacts that the alternatives under study may have on land uses within the study area. The analysis should quantify the acreage that would be converted to transportation use and address the conformance of the proposed project with local and regional plans and policies.

**c. Environmental Justice**

In compliance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, conduct an environmental justice (EJ) analysis in accordance with the directives of FHWA Order 6640.23A (June 14, 2012) and US DOT Order 5610.2(a) (May 2, 2012). The analysis should also address the provisions and directives of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks. Studies shall fulfill the requirements of Executive Order 12898. The purpose of the analysis is to determine if the project and the alternatives under study would have disproportionately high and adverse human health or environmental effects, including interrelated social and economic effects, on minority and low income populations as defined in FHWA Order 6640.23A. The analysis shall include but not be limited to the following activities:

1. Based on the latest available U.S. Census demographic data and U.S. Health and Human Services poverty data, identify EJ communities within the study area to determine the number and percent of low income and minority populations that could be effected by the proposed project. Supplement this information with input from

local officials and stakeholders to further identify the distribution and concentration of minority and low income populations that may be adversely effected.

2. Determine if the project would have disproportionately high and adverse human health or environmental effects, including interrelated social and economic effects, on minority and low income populations. Such effects to be qualitatively or quantitatively evaluated include:
  - i. Location impacts of an upgraded or new facility or its components (e.g., roadway, interchange, toll plaza, lighting, etc.) relative to location of EJ populations, which could have an actual or perceived adverse effect.
  - ii. Associated user impacts where changes in the transportation network (e.g., road closures, new access roads, relief routes, etc.) impact the travel patterns and access of EJ populations or result in a greater increase in diverted traffic through or near EJ populations.
  - iii. The potential denial of benefits or disparate effects associated with being unable to access or make use of the upgraded or new facility (e.g., because of the cost of a toll or impeded access to the facility), thereby causing the EJ population to depend upon the use of a less efficient facility or route.

#### **d. Project-Level Toll Analysis**

Due to the tolling component, a detailed project-specific toll analysis is required. Per FHWA and TxDOT Joint Guidance for Project and Network Level EJ, Regional Network Land Use, and Air Quality Analysis for Toll Roads, April 23, 2009, the Engineer shall:

1. Evaluate project level travel time savings, project level toll costs and associated fees, project level average trip length, discuss non-toll alternatives, electronic toll systems as applicable, and a brief overview of toll operations and pricing, including methods of toll charge collections specific to the proposed project.
2. Identify potential toll road users and conduct a travel time analysis for persons residing in EJ and non-EJ traffic analysis zones. The Engineer shall coordinate with the CRRMA GEC and MPO to obtain travel time analysis data for inclusion the EA.
3. Identify possible mitigation measures to avoid or minimize any adverse impacts to EJ populations. The Engineer shall disclose the toll collection method and the financial requirements to qualify for a toll tag if the system is 100 percent electronic tolling in the EJ analysis. The EJ analysis should demonstrate and disclose that no component or aspect of the project, including a proposed tolling strategy, is discriminatory in the context of Title VI of the Civil Rights Act of 1964.
4. Identify LEP populations and the language(s) spoken. The EA must list specific commitments to provide access to LEP individuals.
5. Document efforts taken to meet the requirements of Executive Order 12898 and Executive Order 13166 in accordance with FHWA Order 6640.23A.

**e. Airways-Highway Clearance**

The Engineer shall identify airports within 20,000 feet of the proposed project and discuss potential impacts from project implementation.

**f. Soils/Prime Farmland**

The Engineer shall identify the geological resources and soils types within the project area according to the Natural Resources Conservation Service (NRCS) mapping units and address compliance with the Farmland Protection Policy Act (FPPA).

**g. Beneficial Landscape Practices**

The Engineer shall address the Executive Memorandum related to Beneficial Landscape Practices.

**h. Invasive Species**

The Engineer shall address the Executive Order related to Invasive Species.

**i. Vegetation**

The Engineer shall categorize and evaluate the vegetation of the study area according to TxDOT's Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD).

**j. Wildlife**

The Engineer shall identify wildlife habitat in the study area and address potential impacts on wildlife. Mitigation of potential impacts including habitat loss and fragmentation and construction in wildlife areas will also be addressed.

**k. Threatened and Endangered Species**

The Engineer shall obtain data from the United States Fish and Wildlife Service (USFWS) and the TPWD to determine the potential presence or absence of federally listed and proposed endangered or threatened species and critical habitat in the study area.

**l. Wetlands and Other Waters of the US**

The Engineer shall identify wetlands and potential jurisdictional waters of the US within the study area and evaluate potential impacts to these resources. If necessary, the Engineer shall conduct a wetland delineation, as appropriate.

**m. Water Quality**

The Engineer shall obtain data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) regarding threatened or impaired waters or streams, principal or sole-source aquifers, and wellhead protection areas, and will document TxDOT's compliance with the Clean Water Act and Safe Drinking Water Act. Applicable requirements of, and compliance with, Section 404 of the Clean Water Act will also be documented.

**n. Floodplains**

The Engineer shall review National Flood Insurance Program (NFIP) maps to determine what portions of the study area are encumbered by the base (100-year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed, as appropriate.

**o. Coastal Zone Management**

The Engineer shall evaluate the proposed project relative to the jurisdictional boundary of the Texas Coastal Management Program.

**p. Archeological Resources**

The Engineer shall perform an archeological background study and archeological survey in accordance with the following specifications.

## 1. Archeological Background Study

The Engineer shall conduct a background study meeting TxDOT's SOU to include the following:

- i. The Engineer shall review site files at TARL and the Texas Historical Commission (THC) to determine whether previously recorded archeological sites are present within 1 kilometer of the project footprint. Review of the Texas Historic Sites Atlas shall be used for THC file review unless otherwise approved by TxDOT. If sites are present, the Engineer shall consult relevant site forms and archeological reports to provide a discussion of site types near the project corridor. The Engineer shall produce a clearly reproducible map, based on USGS 7.5' topographic maps, indicating areas where recorded archeological sites are present.
- ii. The Engineer shall review NRCS soil maps, BEG geological maps, planning documents, USGS topographic maps, and any other available environmental data (including existing hazardous materials assessments) to determine the general landscape characteristics of the study area to assess the potential for archeological sites. The Engineer shall produce a clearly reproducible map, based on USGS 7.5' topographic maps, indicating where areas where preservation of intact archeological deposits is likely/unlikely.
- iii. The Engineer shall produce a background study report that will describe the findings of the background studies, evaluate the potential for intact archeological deposits in the project area, provide recommendations about the proposed project's potential to affect eligible archeological sites, and make recommendations to TxDOT and the THC for archeological survey of the project area. This report will conform to TxDOT's SOU and will include the following information:
  - Relevant descriptive information about the proposed project.

- Description of the project Area of Potential Effect (APE), including vertical APE.
  - Description of relevant background information from site files, soil maps, planning documents, and geological maps.
  - Description of the project area and previous impacts, landscape characteristics, or other variables affecting the integrity of known or unknown archeological sites in the project area.
  - Description of all previously recorded archeological sites found within 1 kilometer of the project area and their NRHP and SAL eligibility Evaluation of the extent to which previous impacts, landscape characteristics, or other variables affecting the possibility of finding intact archeological deposits within the project area.
  - Assessment of whether an archeological survey is necessary, and if so, the locations where it should be performed. Because the project will not require new ROW or easements, and based on the disturbed nature of the existing ROW, it is assumed for this scope of work that no archeological surveys would be required for the project. If a survey is required by TxDOT or THC, a supplemental scope and fee would be prepared.
- iv. The Engineer shall prepare the background study report and will submit said document to TxDOT for approval.

**Deliverables:**

- Archeological Background Study Report and No Survey Checklist

**q. Historic Resource Studies**

The Engineer shall complete a Project Coordination Request (PCR) form for the proposed project, which will be sent to the CRRMA and TxDOT-El Paso District for review and forwarding to TxDOT-ENV Historical Studies Branch. This PCR form will include a historical assessment that will outline the previously-identified historic-age resources within 1,300 feet of the proposed project area and analyze the potential for the presence of historic-age properties in the project's APE. The PCR form will also include attachments with maps of the proposed project limits and typical sections. It is anticipated that a PCR form will be the only deliverable required for this project. This scope and fee does not include an assessment of Section 4(f) impacts, reconnaissance-level historic resources survey, and/or intensive-level historic resources survey. If the THC or TxDOT request that such work be completed for this project, it will be completed under a separate scope and fee.

**Deliverables:**

- PCR Form

**r. Noise**

The Engineer shall conduct a traffic noise analysis of the build alternative in accordance with the current version of TxDOT’s (FHWA approved) “Guidelines for Analysis and Abatement of Roadway Traffic Noise” and 23 CFR 772, as amended. The analysis may include but not be limited to the following activities:

1. Identify noise sensitive land uses in the vicinity of the alternatives under study. Photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
2. Determine existing and predicted noise levels, using FHWA’s latest Traffic Noise Model (TNM) software program for a representative sample of noise sensitive receptors for the design year traffic conditions. Perform computer modeling of existing noise levels and predicted (future) noise levels using the latest FHWA approved model.
3. Compare the predicted design year noise levels to the existing noise levels to assess the potential need for abatement in accordance with the FHWA noise abatement criteria and TxDOT’s noise guidelines.

The Engineer shall document the findings of the traffic noise analysis in the EA. If a sound wall feasibility assessment or workshop is required, a supplemental scope and fee shall be provided.

**s. Air Quality**

The Engineer shall perform an air quality analysis in accordance with the current version of TxDOT Air Quality Guidelines.

1. The Engineer shall obtain current air quality models; obtain current and projected traffic volumes; and obtain congestion management systems for the El Paso non-attainment area.
2. The Engineer shall perform computer modeling of current and future year peak-hour carbon monoxide concentrations at project ROW lines using computer models, traffic data, and project plan maps provided by TxDOT.
3. The Engineer shall perform computer modeling with TxDOT supplied software to compare the current and future year peak-hour carbon monoxide concentrations to the National Ambient Air Quality Standards (NAAQS). This modeling shall compare modeled carbon monoxide levels to the one hour and eight hour carbon monoxide NAAQS.
4. The Engineer’s report on air quality shall include documentation of the results and methods used in modeling and air quality background information.
5. Modeling documentation shall include traffic volumes used in modeling; computer models used; current and future year carbon monoxide concentrations; and percentages of the NAAQS for current and future year.
6. Air quality background information shall include:



- i. A paragraph discussing the attainment status of county or counties where project is located. This shall follow TxDOT’s recommended text computer files.
  - ii. A paragraph discussing the NAAQS from TxDOT’s recommended text computer files
  - iii. A construction statement from TxDOT’s recommended text computer files.
7. The Engineer shall provide the following additional information for non-attainment counties:
- i. A statement providing details on the non-attainment pollutants and non-attainment classification of county or counties.
  - ii. A statement indicating the project has been included in the current conforming MTP.
  - iii. A discussion of congestion management systems for county or counties and a list of committed projects to reduce traffic congestion in county.
  - iv. Information for Mobile Source Air Toxics (MSAT) to comply with federal and TxDOT requirements. The Engineer shall conduct a Quantitative MSAT analysis, as required by TxDOT/FHWA guidelines, for the entire length of the project.
  - v. A recommendation of whether the project would potentially be of air quality concern. If required, the Engineer shall
    - Coordinate with the Consultative Partners, as required.
    - If a Qualitative or Quantitative PM 10 analysis is required, a supplemental scope and fee shall be prepared

**t. Section 4(f) Properties**

The Engineer shall identify Section 4(f) properties in the study area in accordance with 49 USC 303. The properties identified shall include all property types listed in 23 C.F.R. 771.135 (49 USC 303). Since the project will not require new ROW or temporary or permanent easements from the NRHP-listed El Paso County WID No. 1, this scope of work does not include coordination or compliance associated with the El Paso County WID No. 1 licensing agreements or Section 4(f) impacts (including de minimis). This scope does include coordination with the CCRMA, TxDOT, and the El Paso County WID No. 1 regarding the project, but does not include the preparation of or coordination for a Section 4(f) de minimis, programmatic, or individual assessment.

**Deliverables:**

- Section 4(f) property assessment provided in EA.

**u. Hazardous Materials**

The Engineer shall conduct an Initial Site Assessment (ISA) to determine if the alternatives under study have the potential to impact municipal, industrial, and hazardous waste sites and materials. The ISA shall determine the potential for encountering potentially contaminated and hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and

potential construction worker health and safety issues. The ISA will be of sufficient detail to satisfy TxDOT’s SOU for Hazardous Materials Initial Site Assessments, available from TxDOT. The ISA shall involve the following activities:

1. Determine the appropriate project-specific level of inquiry for the ISA. Consider preliminary project design and ROW requirements, including project excavation requirements, anticipated ROW acquisition, and the demolition or modification of structures.  
The completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered to complete the ISA.
2. Prepare the ISA in accordance with TxDOT’s ISA SOU format.
3. Consolidate the following ISA information for inclusion in the EA, including any mitigation commitments:
  - i. A concise description of the scope of the ISA, including disclosure of any limitations of the assessment.
  - ii. A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the alternatives under study was adequately investigated for known or potential hazardous material contamination. Include a summary of early coordination or consultation conducted with regulatory agencies, local entities or property owners.
  - iii. A concise summary of the findings of the assessment for each alternative under study, including an assessment of the potential that an alternative would impact an identified site during construction as well as disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
  - iv. A discussion of any commitments recommended for performing further investigation of suspect areas, and justification for postponement of further investigation.
  - v. A summary of efforts to be employed by TxDOT to avoid or minimize involvement with known or suspected hazardous material sites during construction, and justification for not avoiding contaminated sites.
  - vi. A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during ROW negotiation and acquisition, property management, design, and construction.

Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from TxDOT are required during future stages of project development, review those findings and commitments with TxDOT prior to completing the hazardous materials discussion for the environmental document.

**v. Visual and Aesthetic Qualities**

The Engineer shall provide a description of the visual quality of current conditions, including any unique visual or aesthetic qualities in the project area.

**w. Permit Requirements**

To the extent possible, the Engineer shall identify the need for permits for the proposed project.

**x. Mitigation and Commitments**

The Engineer shall summarize commitments that would be included as environmental permits issues and commitments and monitoring of commitments made with resource and regulatory agencies, as appropriate.

**y. Construction Impacts**

Potential adverse impacts associated with construction of the proposed project will be assessed.

**4) Indirect and Cumulative Impacts**

The Engineer shall evaluate the indirect and cumulative impacts (ICI) of the proposed project using the latest processes, procedures, and guidance issued by TxDOT and supplemented by guidance issued by National Cooperative Highway Research Program (NCHRP).

Per the 2009 Joint Guidance, projects within large urban MPOs need to address the impacts of tolling from a system and network perspective in the cumulative analysis section of the document. In coordination with the CRRMA GEC and the MPO, the Engineer shall document the impacts of tolling from a system and network perspective, per the FHWA and TxDOT Joint Guidance for Project and Network Level Environmental Justice, Regional Network Land Use, and Air Quality Analysis for Toll Roads, April 23, 2009.

**5) Public Involvement**

The Engineer shall summarize the public involvement activities and all and agency coordination conducted in the EA.

**6) Conclusion**

The Engineer shall identify discuss how the Build Alternative meets the project purpose and needs, explain the technical and economic considerations, and the rationale for selecting the Build Alternative.

**Deliverables**

- Environmental Assessment Outline
- Environmental Assessment

## 7) EA Submittals

### a. EA Review/Revisions

The information gathered in Section D above will be compiled into a preliminary draft EA document. Each submittal listed below shall include one electronic copy of the EA (in PDF format), and a completed comment/response matrix after GEC, TxDOT and FHWA reviews. The Engineer shall provide the following:

- One copy of the preliminary draft EA document (V1) to the GEC for review. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the preliminary draft EA (V2)
- One copy of the preliminary draft EA (V2) to TxDOT for review. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft EA (V3).
- Ten copies of the draft EA (V3) will be prepared and provided to TxDOT for TxDOT-Environmental Affairs Division (ENV) review.
- After receiving comments from ENV, revise the draft EA and submit the revised draft to TxDOT for FHWA review (V4) (10 copies).
- Revise draft EA and submit 10 copies of the Final Draft EA (V5)
- Revise final draft, if required, and submit 12 copies of the Final EA (V6).

### b. EA for Environmental Decision

Based on the results of the public hearing and the comments received on the EA, the Engineer shall update the EA and associated technical support documentation, as appropriate. The Engineer shall address any TxDOT and FHWA comments on the updates made to the EA. The Engineer shall submit the updated EA to TxDOT.

### c. Decision Document

The Engineer shall support TxDOT in the preparation and processing of the Finding of No Significant Impact (FONSI) for FHWA approval, if applicable. The Engineer shall prepare the Section 139(l) Statute of Limitations notice for processing and publication in the Federal Register, if applicable.

### Deliverables:

- Updated EA
- FONSI for FHWA approval
- Section 139(l) Statute of Limitations Notice

## E. Public Involvement Activities

The Engineer shall implement the public involvement program to support the EA process in accordance with 23 CFR 771, 36 CFR 800 and TAC Title 43, Part 1, Chapter 2. Activities include:

1. Preparation of a public involvement plan
2. Preparation of contact mailing list and database
3. Development of website material

4. Agency coordination
5. Public meetings
6. Public hearing

At the conclusion of the public involvement activities, the Engineer shall summarize the activities in the EA, including all agency and public coordination efforts, meeting dates, number of attendees, locations, common comments, and how public comments were addressed.

### **1) Public Involvement Plan**

The Engineer shall prepare a public involvement plan that specifies strategies to engage stakeholders and outreach activities to be performed.

### **2) Project Mailing List and Database**

- i. The Engineer shall compile and maintain a contact mailing list and database to include stakeholders, agencies and organization interested in the project.
- ii. The Engineer shall prepare and maintain Federal and TxDOT Legislative District maps including Legislator contact information.

### **3) Website Material**

- i. The Engineer shall prepare website material (using text accessible format) to be uploaded to the CRRMA website.
- ii. The Engineer shall provide responses to up to 50 public comments per meeting/hearing submitted via the CRRMA website.

### **4) Agency Coordination**

- i. Schedule, conduct and attend agency coordination meetings to include, but not limited to, TxDOT El Paso District, El Paso Water Improvement District (WID) #1, and Lower Valley WID (assume 4 meetings).
- ii. Prepare draft and final agendas, exhibits, handouts, sign-in sheets, and presentations, etc.
- iii. Prepare draft and final meeting notes.
- iv. Document comments received and prepare responses.

### **5) Public Meetings**

- i. Schedule, conduct and attend public meetings (assume 2 meetings).
- ii. Prepare public meeting materials including sign-in sheets, flyers, meeting notices, meeting posters, exhibits, comment form, agenda, welcome letter, display ad, legal notice, press release, posters, script, presentation, press kits, and other meeting materials.
- iii. Coordinate preparation and review of public meeting materials (2 reviews).

- iv. Arrange for facilities, translation of materials, court reporter, interpreter, security, cleanup, etc.
- v. Prepare and mail letters to interested parties and elected officials.
- vi. Distribute public meeting notices (bilingual black and white) and post posters (bilingual color).
- vii. Identify newspapers, prepare and coordinate public meeting notices – 2 newspapers (English and Spanish) (bilingual display ad and legal notice) for local publication.
- viii. Ensure receipt of tear-sheets from local newspapers, scan for file and process payments.
- ix. Provide staff for public meeting.
- x. Schedule and make facility and equipment arrangements.
- xi. Coordinate meeting facility set-up.
- xii. Coordinate meeting logistics.
- xiii. Generate, review and summarize transcripts.
- xiv. Document the comments received and prepare responses.
- xv. Prepare draft and final Public Meeting Summary Report.

**6) Public Hearings**

- i. The Engineer shall schedule, conduct and attend public hearing (assume 1 hearing).
- ii. Prepare public hearing materials including sign-in sheets, flyers, meeting notices, meeting posters, exhibits, comment form, agenda, welcome letter, display ad, legal notice, press release, posters, script, presentation, press kits, and other meeting materials.
- iii. The Engineer shall coordinate preparation and review of public hearing materials (2 reviews) with OPI.
- iv. Arrange for facilities, translation of materials, court reporter, interpreter, security, cleanup, etc.
- v. The Engineer shall prepare and mail letters to interested parties and elected officials.
- vi. Distribute public hearing notices (bilingual black and white) and post posters (bilingual color).
- vii. The Engineer shall identify newspapers, prepare and coordinate public hearing notices - 2 newspapers (English and Spanish) (bilingual display ad and legal notice) for local publication.
- viii. The Engineer shall ensure receipt of tear-sheets from local newspapers, scan for file and process payments.
- ix. The Engineer shall provide staff for public hearing.
- x. The Engineer shall schedule and make facility and equipment arrangements.
- xi. The Engineer shall coordinate meeting facility set-up.
- xii. The Engineer shall coordinate meeting logistics.
- xiii. The Engineer shall generate transcripts.

- xiv. The Engineer shall coordinate Public Hearing Certification for incorporation in the Public Hearing Summary Report.
- xv. The Engineer shall prepare draft and final Public Hearing Summary Report. Summarize and include all comments received on the EA during the comment period. All substantive comments must be addressed. Responses prepared to address all substantive comments made shall be included in the Public Hearing Summary Report.

**Deliverables**

- Public Involvement Plan
- Project Mailing List Database
- Federal and TxDOT Legislative District Maps
- CRRMA Website Input Material
- Responses to Public Comments
- Agency Coordination Meeting Notes
- Newspaper advertisements and/or Legal Notices
- Public Meeting Material
- Public Meeting Summary Report
- Public Hearing Material
- Public Hearing Summary Report
- Public Hearing Transcript
- Public Involvement Summary for the EA

**IV. SUBMITTALS**

The Engineer shall make formal submittals to the Authority for the following reports, documents, and plans:

Description	Copies/Sets
A. Project Management and Administration	
<i>Project Management Plan</i>	
<i>Progress Reports and Invoices</i>	
<i>Summaries of all meetings</i>	
<i>Administrative Record</i>	
<i>Project Schedule and monthly updates</i>	
<i>Subconsultant Contracts, Progress Reports and Invoices</i>	
<i>Progress Meeting Summaries</i>	
B. Schematic Design	
<i>Design Summary Report</i>	
<i>Preliminary Schematic</i>	
<i>Final Design Schematic</i>	
<i>30% Complete</i>	
<i>60% Complete</i>	

<i>90% Complete</i>	
<i>100% Complete</i>	
<i>Cost Estimate for all phased Design Schematic submittals</i>	
<i>Geopak and MicroStation .DGN files</i>	
<i>Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics</i>	
<b>C. Environmental Studies</b>	
<i>Environmental Assessment Outline</i>	
<i>Archeological Resources Checklist</i>	
<i>Historic Resources Project Coordination Request Form</i>	
<i>Environmental Assessment</i>	
<i>Decision Document/FONSI</i>	
<b>D. Public Involvement</b>	
<i>Public Involvement Plan</i>	
<i>Project Mailing List Database</i>	
<i>Newspaper advertisements and/or Legal Notices</i>	
<i>Public Meeting Material</i>	
<i>Public Meeting Summary and Analysis Report</i>	
<i>Public Hearing Material</i>	
<i>Public Hearing Summary and Analysis Report</i>	

[END OF SCOPE]



**APPENDIX A**  
**PROJECT SCOPE FOR ENVIRONMENTAL DOCUMENTS**



## Project Scope for Environmental Review Documents

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**Restatement of Project Scope.**

*Check this box if this project scope replaces a prior project scope and amendments concerning the project.*

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### I. Project Definition

**Control Section Job Number(s) (CSJ):** 2552-03-049

**Facility Name:** Loop 375 (Americas Avenue)

**County Name:** El Paso

**Project Description:** Entails provision of two lanes (one in each direction) to the existing four-lane, divided, limited access facility from Zaragoza Road to Pellicano Drive. All or a portion of the 6.1-mile project will include managed toll lanes.

**Project Limits:**

**From:** Pellicano Drive

**To:** Zaragoza Road

**Letting Date:** November 2014

**Anticipated Funding Source(s):**

FHWA  State  Local  Other

Category 2 - Metropolitan Area [TMA] Corridor Metro Projects

**Federal Aid Project Number (if applicable):** n/a

**Region:** West

**District:** El Paso

**Project Name:** Loop 375 Americas

**Acres of new ROW and/or easements:** Union Pacific Railroad aerial easement only





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## II. Anticipated Project Classification

- EA (state transportation project)
- EA (FHWA transportation project)
- EIS (state transportation project)
- EIS (FHWA transportation project)
- Other: <Describe other classification>

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## III. Identification of Proposed Project Sponsor and Department Delegate

Refer to 43 T.A.C. §§ 2.7 & 2.8

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**Proposed Project Sponsor:** Camino Real Regional Mobility Authority

**Contact Person:** Raymond Telles, Executive Director  
(915) 541-4986  
tellesr@crrma.org  
2 Civic Center Plaza, 9th Floor, El Paso, TX 79901

**Department Delegate:**

**TxDOT DDOR:** Environmental Affairs Division

**Person with authority to approve an environmental review document on behalf of TxDOT:** Margaret Canty

**Contact Person:** Margaret Canty  
(512) 416-2598  
margaret.canty@txdot.gov  
125 E. 11th Street, Austin, TX 78701-2483





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#### IV. Coordination with Participating Agencies, State, and Federal Approval Authorities and Required Permits

Refer to 43 T.A.C. §2.12

Check all that apply. If you have additional entries, please submit an attachment.

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Texas Historical Commission (THC)

Who is responsible for coordination?     Project Sponsor     Department delegate

When will coordination be completed?    June 2013

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?     Before     After

Is a permit or approval required?     Permit     Approval

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Texas Parks and Wildlife Department (TPWD)

Who is responsible for coordination?     Project Sponsor     Department delegate

When will coordination be completed?    September 2013

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?     Before     After

Is a permit or approval required?     Permit     Approval

---

Texas Commission on Environmental Quality (TCEQ)

Who is responsible for coordination?     Project Sponsor     Department delegate

When will coordination be completed?    September 2013

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?     Before     After

Is a permit or approval required?     Permit     Approval

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U.S. Army Corps of Engineers (USACE)

Who is responsible for coordination?  Project Sponsor  Department delegate

When will coordination be completed? n/a

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?  Before  After

Is a permit or approval required?  Permit  Approval

U.S. Fish and Wildlife Service (USFWS)

Who is responsible for coordination?  Project Sponsor  Department delegate

When will coordination be completed? September 2013

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?  Before  After

Is a permit or approval required?  Permit  Approval

National Marine Fisheries Services (NMFS)

Who is responsible for coordination?  Project Sponsor  Department delegate

When will coordination be completed? n/a

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?  Before  After

Is a permit or approval required?  Permit  Approval

Natural Resource Conservation Service (NRCS)

Who is responsible for coordination?  Project Sponsor  Department delegate

When will coordination be completed? n/a





**Project Scope for Environmental Review Documents**

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?  Before  After

Is a permit or approval required?  Permit  Approval

**U.S. Coast Guard (USCG)**

Who is responsible for coordination?  Project Sponsor  Department delegate

When will coordination be completed? n/a

Will coordination be completed before or after submittal of CE/BCE/PCE documentation to department delegate?  Before  After

Is a permit or approval required?  Permit  Approval

**Additional participating agencies' information is described in an attachment.**

*Other participating agencies may be state or federal resource agencies, local governments or Native American tribes.*

**V. Public Involvement**

<i>Check all that apply.</i>	<i>Enter planned dates in this column</i>	<i>Enter Notes in this column</i>
<input type="checkbox"/> Meeting with affected property owners	<Enter planned date>	<Enter Notes>
<input checked="" type="checkbox"/> Public meeting	February 2013	Anticipated 45 working days after NTP
<input type="checkbox"/> Opportunity for public hearing		
<input checked="" type="checkbox"/> Public hearing	January 2014	Estimated





- 
- Public hearing required by Texas Parks & Wildlife Code Chapter 26**      January 2014      NRHP-listed Franklin Canal crossing
- 
- Opportunity for comment required by Transportation Code § 203.022**
- 
- Additional Section 106 Outreach**      December 2012      NRHP-listed Franklin Canal
  - Consulting parties**      December 2012      El Paso WID #1; Lower Valley WID
  - CHC contacts (for bridge projects)**      December 2012      NRHP-listed Franklin Canal crossings
  - Tribal consultation**      June 2013      Tigua Tribe
  - Certified Local Governments (with historic zoning regulations)**
- 
- Additional public involvement activities are described in an attachment.**



### VI. Surveys, Studies and Other Tasks: Project Schedule

Identify any surveys, studies or other tasks that will be completed by the department delegate prior to technical review of the environmental review document.

Identify tasks by entering the name of the Work Breakdown Structure (WBS) for the survey, study or other task indicated on TxDOT's P6 Environmental Issue Templates. Multiple WBSs may be identified for each subject, if appropriate. If a WBS has not yet been developed, describe the survey, study, or other task as succinctly as possible.

Indicate whether the project sponsor or the department delegate is responsible and enter the planned date by which the entity will submit a report or other documentation of the survey, study or other task.

Note that the project sponsor may submit surveys, studies, and other reports directly to an approving or participating agency when the project sponsor is responsible for coordinating with that agency.

Additional studies or tasks that may be necessary pending the results of a study should be identified to the fullest extent possible, with a note identifying them as contingent tasks.

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<b>Air</b>	<input checked="" type="checkbox"/> <b>Project Sponsor</b>	<input type="checkbox"/> <b>Department delegate</b>
<input checked="" type="checkbox"/> <b>Task list or WBS is attached to this form</b>	WBS	March 2013
Air quality analysis overview as part of Draft EA		

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<b>Archeology</b>	<input checked="" type="checkbox"/> <b>Project Sponsor</b>	<input type="checkbox"/> <b>Department delegate</b>
<input checked="" type="checkbox"/> <b>Task list or WBS is attached to this form</b>	WBS	December 2012 April 2013
Antiquities Permit; Survey Report		

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<b>Biology</b>	<input checked="" type="checkbox"/> <b>Project Sponsor</b>	<input type="checkbox"/> <b>Department delegate</b>
<input checked="" type="checkbox"/> <b>Task list or WBS is attached to this form</b>	WBS	January 2013
Biological impact evaluation as part of Draft EA		

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<b>Community Impact Analysis</b>	<input checked="" type="checkbox"/> <b>Project Sponsor</b>	<input type="checkbox"/> <b>Department delegate</b>
<input checked="" type="checkbox"/> <b>Task list or WBS is attached to this form</b>	WBS	January 2013
Community impact analysis as part of Draft EA		

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<b>Hazardous Materials</b>	<input checked="" type="checkbox"/> <b>Project Sponsor</b>	<input type="checkbox"/> <b>Department delegate</b>
<input checked="" type="checkbox"/> <b>Task list or WBS is attached to this form</b>	WBS	February 2013
Completion of ISA form as part of Draft EA		

---





**History**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS December 2012  
 March 2013  
 Research Design; Reconnaissance Survey Report

**Indirect Impacts**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS February 2013  
 Indirect impacts analysis as part of Draft EA

**Cumulative Impacts**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS February 2013  
 Cumulative impacts analysis as part of Draft EA

**Noise**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS March 2013  
 Noise study as part of Draft EA

**Texas Parks and Wildlife Code Chapter 26**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** July 2013  
 Adherence to TPWD Code Chapter 26 as part of Draft EA

**Water Resources (Section 401, 402, 404, etc.)**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS January 2013  
 Wetland/Waters determination as part of Draft EA

**Section 4(f) of the US Department of Transportation Act**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** WBS July 2013  
 De minimis documentation for Franklin Canal

**Section 6(f) of the Land and Water Conservation Fund Act**  **Project Sponsor**  **Department delegate**  
 **Task list or WBS is attached to this form** N/A





<Enter WBS or describe tasks>

- Task lists for additional are described in an attachment.
- Submission of CE/BCE/PCE Documentation to Department Delegate

July 2013

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## **VII. Dispute Escalation Ladder**

*Refer to 43 T.A.C. §2.44(c)(12)*

*The following representatives of the project sponsor and department delegate will attempt to resolve any disputes regarding this project scope according to the deadlines indicated. If the Level 1 representatives are unsuccessful, they will refer the dispute to the Level 2 representatives.*

*A referral for dispute resolution must be submitted in writing to both named representatives.*

*The time allowed for negotiations will begin from the date of each submittal.*

*If informal dispute resolution fails then the dispute will be resolved under 43 T.A.C. §2.52(b) and (c) (concerning formal dispute resolution).*

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### **Level 1 – Deadline for completion: 20 days after submittal**

**Project Sponsor's representative:** Sharon G. Becca  
CRRMA GEC Representative

**Department Delegate's representative:** Margaret Canty  
TxDOT Environmental Affairs Division

### **Level 2 – Deadline for completion: 60 days after submittal**

**Project Sponsor's representative:** Raymond Telles  
Executive Director, CRRMA

**Department Delegate's representative:** Carlos Swonke  
TxDOT Environmental Affairs Division





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### VIII. Optional Fee

*Do not complete this section unless the project sponsor is a local government.*

- 
- The project sponsor requests calculation of a fee for this project.
  - The project sponsor is not considering paying a fee for this project.

Department delegate's estimate of fee (if requested): <Enter estimated amount>

- The project sponsor has paid a fee for this project.
- The project sponsor will not pay a fee for this project.

---

### IX. Comments

*This section provides space for the project sponsor or department delegate to record comments related to information in the project scope.*

---

**Project Sponsor comments:**

N/A

**Department Delegate comments:**

<Enter comments here>

*Reason for USFWS coordination is not described.*



**X. Signatures**

The department delegate's approval is based on information about the project provided by the project sponsor either on this form or by separate written correspondence to the department delegate.

The department delegate may not sign the project scope until payment is received.

By signing below, the project sponsor's and department delegate's authorized representatives each indicate approval of this document as fulfilling the requirements of 43 T.A.C. §2.44, relating to Project Scope.

**Project sponsor:** Raymond Telles

Raymond Telles  
Signature of Project Sponsor

August 17, 2012  
Date

**Department delegate:** Margaret Canty

ML 10-1-12

Margaret Canty  
Signature of Department delegate

4 Oct 12  
Date

Note: If the project sponsor elects to pay a fee, the fee must be paid before the department delegate signs.

**FHWA (to be completed at FHWA's option for FHWA transportation project)**

FHWA's approval is based on information about the project provided by the project sponsor either on this form or by separate written correspondence to FHWA, and is subject to revocation if warranted by the results of surveys or studies or other new information.

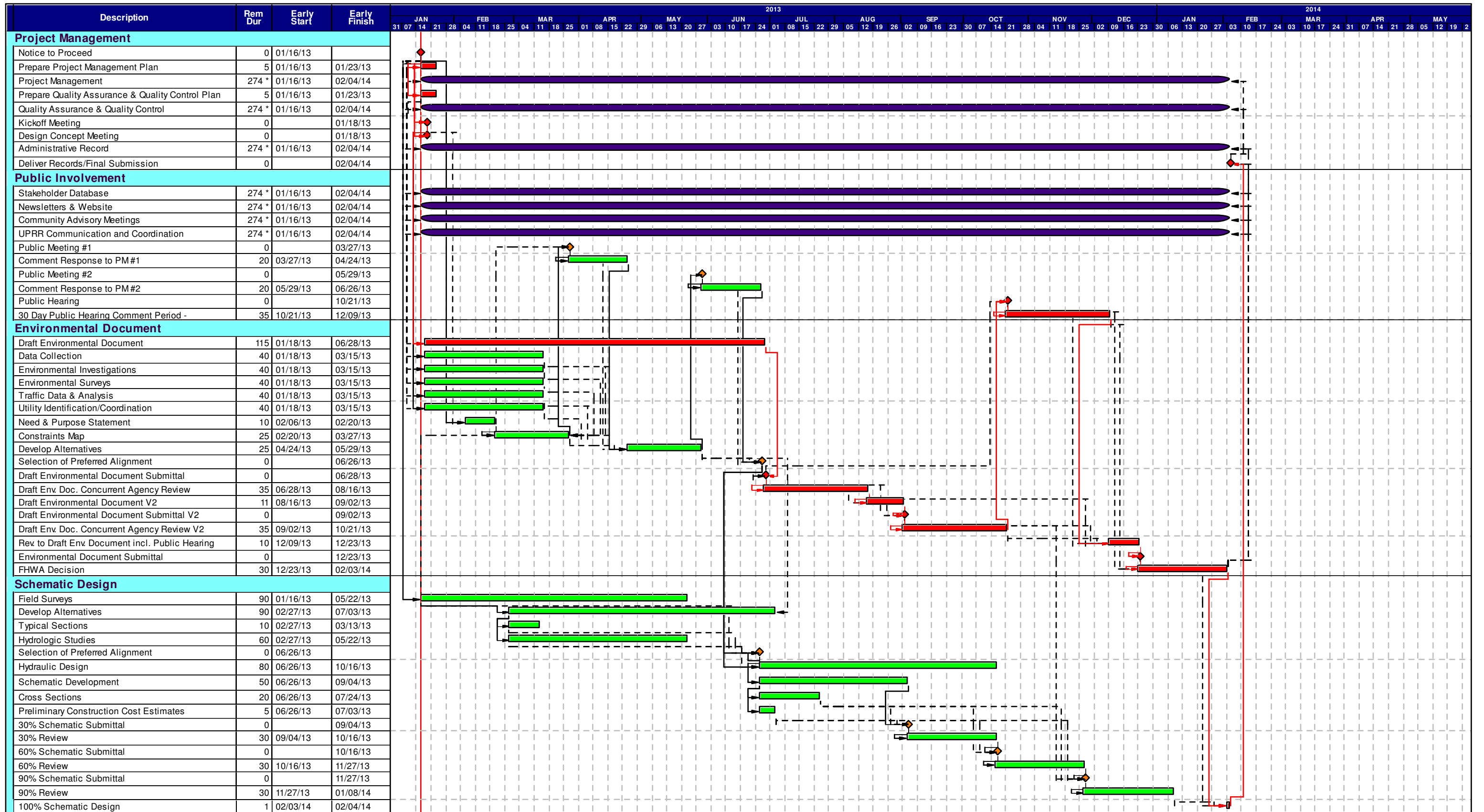
By signing below, FHWA's authorized representative indicates approval of the anticipated project classification and planned coordination with participating agencies; state and federal approval authorities and permits; public involvement; and surveys, studies and other tasks described herein.

\_\_\_\_\_  
Signature of FHWA Authorized Representative

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**PROJECT SCHEDULE**



Start date 01/16/13 3:00PM  
 Finish date 02/04/14 2:59PM  
 Data date 01/16/13 3:00PM  
 Run date 01/08/13 5:00PM  
 Page number 1A

Attachment C - Project Schedule  
 Loop 375 Managed Lanes

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ▲ Progress point
- ▲ Critical point
- ▲ Summary point
- ◆ Start milestone point
- ◆ Finish milestone point

**ATTACHMENT D**

**FEE PROPOSAL**

Brown & Gay Engineers, Inc.  
Loop 375 Managed Lanes

<b>Company</b>	<b>Fee</b>
Brown & Gay Engineers, Inc.	\$530,750.25
Blanton & Associates, Inc.	\$306,179.84
Raba Kistner, Inc.	\$16,544.84
SLI Engineers, Inc.	\$69,047.44
Villaverde, Inc.	\$75,021.08
<b>Total</b>	<b>\$997,543.45</b>



Brown & Gay Engineers, Inc.  
Loop 375 Managed Lanes

Task	Brown & Gay	Blanton	Raba Kistner	SLI	Villaverde
A. Project Management and Administration	\$86,716.70	\$6,425.28	\$0.00	\$0.00	\$0.00
B. Survey	\$0.00	\$0.00	\$0.00	\$60,292.19	\$0.00
C. Schematic Design	\$394,198.04	\$0.00	\$0.00	\$0.00	\$73,368.83
D. Environmental Studies	\$0.00	\$198,483.44	\$15,544.84	\$0.00	\$0.00
E. Public Involvement	\$33,061.26	\$57,619.12	\$0.00	\$0.00	\$0.00
<b>Sub Totals</b>	<b>\$513,976.00</b>	<b>\$262,527.84</b>	<b>\$15,544.84</b>	<b>\$60,292.19</b>	<b>\$73,368.83</b>
<b>Direct Expenses</b>	<b>\$16,774.25</b>	<b>\$43,652.00</b>	<b>\$1,000.00</b>	<b>\$8,755.25</b>	<b>\$1,652.25</b>
<b>Totals</b>	<b>\$530,750.25</b>	<b>\$306,179.84</b>	<b>\$16,544.84</b>	<b>\$69,047.44</b>	<b>\$75,021.08</b>
<b>Grand Total</b>				<b>\$997,543.45</b>	

Participation Percentage

53.21%

30.69%

1.66%

6.92%

7.52%

Total DBE Percentage

45.14%

Brown & Gay Engineers, Inc.  
Loop 375 Managed Lanes

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>A. Project Management and Administration</b>											617	\$ 86,716.70
<b>1. Project Management/Work Plan</b>											27.5	\$ 3,797.79
1.1 Develop a Project Management/Work Plan											0	\$ -
1.1.1 Organization and Responsibilities	0.5						1			1	2.5	\$ 271.49
1.1.2 Coordination and Communication Procedures	0.5						1			1	2.5	\$ 271.49
1.1.3 Deliverables	0.5						1			1	2.5	\$ 271.49
1.1.4 Graphic Production Standards	1					8	1				10	\$ 1,279.00
1.1.5 Quality Control (QC) Procedures/plan	1	4					1				6	\$ 1,098.00
1.1.6 Engineer/CRRMA Collaboration	2						1			1	4	\$ 606.32
<b>2. Progress Reporting</b>											128	\$ 16,916.80
2.1 Prepare and Submit Monthly Progress Reports for CRRMA											0	\$ -
2.1.1 Activities Completed	4						6				10	\$ 1,435.88
2.1.2 Initiated and Ongoing Activities	4						6				10	\$ 1,435.88
2.1.3 Planned Activities	4						6				10	\$ 1,435.88
2.1.4 Problems Encountered/Problem Remedies	4						6				10	\$ 1,435.88
2.1.5 Overall Status including Tabulation of Percentage Complete by Task	4						6				10	\$ 1,435.88
2.1.6 Updated Project Schedule	4						6				10	\$ 1,435.88
2.2 Prepare and Submit Invoices											0	\$ -
2.2.1 Financial and DBE Participation	4						4		4		12	\$ 1,532.40
2.2.2 Hours Worked by Individual	4						4		4		12	\$ 1,532.40
2.2.3 Hourly Rate	4						4		4		12	\$ 1,532.40
2.2.4 Monthly Invoice Amount as Compared to Baseline Monthly Estimate							4		4		8	\$ 639.52
2.2.5 Monthly Cumulative Invoice Amount as Compared to Baseline Monthly Cumulative Estimate	4						4		4		12	\$ 1,532.40
2.2.6 Reasons for Deviations from Baseline	4						4		4		12	\$ 1,532.40
<b>3. Coordination/Administration</b>											156	\$ 22,081.20
3.1 Maintain a Communication Tracking System (format to be approved by CRRMA)	24						20				44	\$ 7,167.28
3.2 Coordinate with CRRMA GEC Staff	24						20				44	\$ 7,167.28
3.3 Compile and Maintain a Comprehensive Administrative Record	12						56				68	\$ 7,746.64
<b>4. Project Control/Scheduling</b>											114	\$ 13,767.72
4.1 Develop and Maintain a Master Schedule											0	\$ -
4.1.1 Task/Subtasks (Individual task/subtask durations not to exceed 30 days)	4						8				12	\$ 1,616.88
4.1.2 Critical Dates	4						8				12	\$ 1,616.88
4.1.3 Milestones	4						8				12	\$ 1,616.88
4.1.4 Deliverables	4						8				12	\$ 1,616.88
4.1.5 Review Requirements	4						8				12	\$ 1,616.88
4.2 Update and Schedule on a Monthly Basis	3						24				27	\$ 2,841.66
4.3 Include all CRRMA GEC, TxDOT and other 3rd Party Reviews in the Schedule	3						24				27	\$ 2,841.66
<b>5. Subconsultant Management</b>											78	\$ 13,043.48
5.1 Develop and Implement Plan to Manage Subconsultants (Part of Project Management Plan)											0	\$ -
5.2 Prepare Subcontracts for Subconsultants	2						4		8		14	\$ 1,363.48
5.3 Monitor Subconsultant Activities (staff and schedule)	20		32								52	\$ 9,001.36
5.4 Review and Recommend Approval of Subconsultant Progress Reports and Invoices	12										12	\$ 2,678.64
<b>6. Coordination Meetings</b>											113.5	\$ 17,109.71
6.1 Prepare and Attend One (1) Kick-off Meeting (Project guidelines, general project requirement and expectations)	8						8				16	\$ 2,509.76
6.2 Prepare and Attend Monthly Coordination Meetings with the CRRMA GEC (Quarterly Meetings and telecom)	40								5		45	\$ 9,275.70
6.2.1 Submit Agenda for Each Meeting to CRRMA GEC Three (3) Days Prior to Meeting	2.5						10		10		22.5	\$ 2,156.85
6.2.2 Prepare and Finalize Written Meeting Summaries Including Action Items Ten (10) Days Following Each Meeting	5						15		10		30	\$ 3,167.40
<b>HOURS SUB-TOTALS</b>	225	4	32	0	0	8	287	0	0	61	617	1009
<b>CONTRACT RATE PER HOUR</b>	\$223.22	\$196.07	\$141.78	\$111.61	\$87.48	\$120.66	\$90.50	\$87.48	\$75.41	\$69.38		
<b>TOTAL LABOR COSTS</b>	\$50,224.50	\$784.28	\$4,536.96	\$0.00	\$0.00	\$965.28	\$25,973.50	\$0.00	\$0.00	\$4,232.18	\$86,716.70	
<b>% DISTRIBUTION OF STAFF HOURS</b>	36.47%	0.65%	5.19%	0.00%	0.00%	1.30%	46.52%	0.00%	0.00%	9.89%		
<b>C. Schematic Design</b>											3487	\$ 394,198.04
<b>1. Data Collection</b>											125	\$ 13,686.17
1.1 Photographic Record											0	\$ -
1.1.1 Collect Data			8		8						16	\$ 1,834.08
1.1.2 Document Landmarks Along Existing Corridor			4		4						8	\$ 917.04

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
1.1.3 Pepare Photos in .JPG Digital Format		1	2		8					16	27	\$ 2,289.55
1.2 Utility/ROW Data											0	\$ -
1.2.1 Acquire all Existing Above and Below Ground Utility Plans and Documents (Public and Private)			8		8						16	\$ 1,834.08
1.2.2 Acquire Listing of Utility Companies to be contacted, and other pertinent information			8							12	20	\$ 1,966.80
1.3 Transportation Reports											0	\$ -
1.3.1 Acquire All Regional Transportation and Mobility Study Reports, Environmental Reports and other Studies Relating to Air Quality, Planning and Land Use, Feasibility Studies, and Construction Plans within Study Area		2	4		4						10	\$ 1,309.18
1.4 Traffic Management System Reports											0	\$ -
1.4.1 Acquire any El Paso District Area ITS System Planning Documents and ITS Master Plan			4		4						8	\$ 917.04
1.4.2 Acquire any National and Regional ITS Architecture Documents			8								8	\$ 1,134.24
1.4.3 Acquire ITS System As-Built Documents showing Existing ITS Features			4		4						8	\$ 917.04
1.5 Municipality Reports/Developments											0	\$ -
1.5.1 Acquire Documents for Proposed Development Along Proposed Route			4								4	\$ 567.12
<b>2. Design Criteria</b>											<b>16</b>	<b>\$ 2,027.12</b>
2.1 Submit Design Criteria for approval by CRRMA Prior to Beginning of Schematic Design Work											0	\$ -
2.1.1 Facility Type			0.5	0.5							1	\$ 126.70
2.1.2 Design Speed			0.5	0.5							1	\$ 126.70
2.1.3 Acceptable Level of Service (LOS)			0.5	0.5							1	\$ 126.70
2.1.4 Horizontal Criteria			0.5	0.5							1	\$ 126.70
2.1.5 Stopping Sight Distance			0.5	0.5							1	\$ 126.70
2.1.6 Maximum Curvature			0.5	0.5							1	\$ 126.70
2.1.7 Maximum Super-Elevation Rates			0.5	0.5							1	\$ 126.70
2.1.8 Vertical Criteria			0.5	0.5							1	\$ 126.70
2.1.9 Minimum and Maximum Gradient			0.5	0.5							1	\$ 126.70
2.1.10 K-Values			0.5	0.5							1	\$ 126.70
2.1.11 Vertical Clearances			0.5	0.5							1	\$ 126.70
2.1.12 Cross Section Criteria			0.5	0.5							1	\$ 126.70
2.1.13 Lane Widths			0.5	0.5							1	\$ 126.70
2.1.14 Shoulder Widths			0.5	0.5							1	\$ 126.70
2.1.15 Pavement Cross Slope and Maximum Side Slopes			0.5	0.5							1	\$ 126.70
2.1.16 Intersection Horizontal and Vertical Criteria											0	\$ -
2.1.16.1 Corner Radii			0.25	0.25							0.5	\$ 63.35
2.1.16.2 Design Vehicle Turning Movements			0.25	0.25							0.5	\$ 63.35
<b>3. Roadway Design</b>											<b>1352</b>	<b>\$ 160,022.97</b>
3.1 Preparation of Roadway and Bridge Widening(s) Typical Sections											0	\$ -
3.1.1 Roadway Typical Sections		12	28			56		28	84		208	\$ 21,863.52
3.1.2 Proposed Bridge(s) Typical Sections		7	14			51		22	66		160	\$ 16,412.69
3.1.3 Horizontal Geometric Designs		40	100	72	44	120		8	16		400	\$ 50,291.44
3.1.4 Vertical Geometric Designs		16	52	40	40	52					200	\$ 24,747.60
3.1.5 Frontage Road Lanes, Ramps and Cross Roads		8	20	20		60		20	40		168	\$ 18,641.96
3.1.6 Construction Sequencing Plan		40	80	32	32			8	24		216	\$ 28,065.76
<b>4. Design Schematic</b>											<b>1632</b>	<b>\$ 170,734.52</b>
4.1 Typical Sections											0	\$ -
4.2 Roadway Plan and Profile Sheets (7 Roll Plots at 1"=100')		12	60	50	60			80	350		612	\$ 55,080.84
4.3 Main Lane Guide Signs (Location/Text)				12					28		40	\$ 3,450.80
4.4 Managed Lane Signs (Location/Text)				12					28		40	\$ 3,450.80
4.5 Lane Lines and Arrows Indicating Number of Lanes				4					12		16	\$ 1,351.36
4.6 Proposed and Existing ROW Limits											0	\$ -
4.6.1 Design Cross-Sections to Verify ROW Requirements						540	40				580	\$ 68,776.40
4.6.2 Existing and Proposed ROW Limits			12								12	\$ 1,701.36
4.6.3 Existing and Proposed Easements			8								8	\$ 1,134.24
4.6.4 Proposed Toe of Slope							8				8	\$ 724.00
4.7 Bridge(s) Widening Limits			12								12	\$ 1,701.36
4.8 New Bridge(s) Limits			12								12	\$ 1,701.36
4.9 Retaining Wall(s) Limits			16				12				28	\$ 3,354.48
4.10 Noise Wall(s) Limits			8				4				12	\$ 1,496.24
4.11 Roadway Lighting Locations			4	24			16				44	\$ 4,693.76
4.12 Geometrics											0	\$ -

Task Description	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
4.12.1 Pavement Cross Slopes			8				12				20	\$ 2,220.24
4.12.2 Lane/Shoulder Widths											0	\$ -
4.12.3 Slope Rates of the Typical Sections (Planview and Cross Sections)											0	\$ -
4.12.3.1 Main Lanes											0	\$ -
4.12.3.2 Frontage Roads											0	\$ -
4.12.3.3 Ramps											0	\$ -
4.12.3.4 Cross Roads											0	\$ -
4.13 Current and Projected Traffic Volumes (Provided by TxDOT)											0	\$ -
4.14 Control of Access Lines											0	\$ -
4.15 Utility Conflicts/Adjustments (Location and Elevation Information)											0	\$ -
4.16 Existing and Proposed Drainage Structures											0	\$ -
4.17 Preliminary Traffic Control			12	24	24		16				76	\$ 7,927.52
4.18 Preliminary Sequence of Construction Plan			12	24	24		16				76	\$ 7,927.52
4.19 Proposed Signing and Striping Layout			12	8			16				36	\$ 4,042.24
<b>5. Other Items</b>											<b>362</b>	<b>\$ 47,727.26</b>
5.1 Develop Engineer's Cost Estimate											0	\$ -
5.1.1 Construction		4	8		24		8				44	\$ 4,742.04
5.1.2 ROW		2	4	6	16						28	\$ 3,028.60
5.1.3 Utility Relocations		2	4	12	24						42	\$ 4,398.10
5.1.4 Contingencies											0	\$ -
5.2 Prepare Drainage Analysis and Maps of Existing and Proposed Drainage Systems											0	\$ -
5.3 Prepare a Bridge Type Evaluation and Analysis for all Proposed New and Widening Structures		12	24	24			8		8		76	\$ 9,713.24
5.4 Prepare a Lighting Study to Evaluate High Mast or Traditional Lighting Schematics				24			8		8		64	\$ 8,663.36
5.5 Prepare ITS Study to Assess and Identify any Impacts to Existing ITS System in Operation			24	24			8		8		64	\$ 8,663.36
5.6 Develop Initial Aesthetic and Landscaping Enhancements (Bridges, Sign Supports, Light Fixtures, etc)			24								24	\$ 4,705.68
5.7 Present Reports and Findings to CRRMA GEC as required	8										8	\$ 1,785.76
5.8 Coordinate with Governmental Agencies and Design Consultant Firms responsible for Adjacent Projects	4		8								12	\$ 2,027.12
<b>HOURS SUB-TOTALS</b>	<b>12</b>	<b>230</b>	<b>580</b>	<b>420</b>	<b>328</b>	<b>879</b>	<b>172</b>	<b>166</b>	<b>648</b>	<b>52</b>	<b>3487</b>	
<b>CONTRACT RATE PER HOUR</b>	<b>\$223.22</b>	<b>\$196.07</b>	<b>\$141.78</b>	<b>\$111.61</b>	<b>\$87.48</b>	<b>\$120.66</b>	<b>\$90.50</b>	<b>\$87.48</b>	<b>\$75.41</b>	<b>\$69.38</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$2,678.64</b>	<b>\$45,096.10</b>	<b>\$82,232.40</b>	<b>\$46,876.20</b>	<b>\$28,693.44</b>	<b>\$106,060.14</b>	<b>\$15,566.00</b>	<b>\$14,521.68</b>	<b>\$48,865.68</b>	<b>\$3,607.76</b>	<b>\$394,198.04</b>	
<b>% DISTRIBUTION OF STAFF HOURS</b>	<b>0.34%</b>	<b>6.60%</b>	<b>16.63%</b>	<b>12.04%</b>	<b>9.41%</b>	<b>25.21%</b>	<b>4.93%</b>	<b>4.76%</b>	<b>18.58%</b>	<b>1.49%</b>		
<b>E. Public Involvement Activities</b>											<b>276</b>	<b>\$ 33,061.26</b>
1. Public Involvement Plan											8	
Prepare Public Involvement Plan	2						2			4	8	\$ 904.96
2. Project Mailing List and Database											16	
Compile and Maintain Contact Mailing List and Database (including Federal and TxDOT Legislative District Maps and contact info)							8			8	16	\$ 1,279.04
3. Website Material (assume up to 100 email comments)											16	
Prepare Website Material to be uploaded by CRRMA (Respond to public comments submitted via CRRMA website)							12			4	16	\$ 1,363.52
4. Agency Coordination											88	
Schedule, Prepare Materials, Conduct and Attend Agency Coordination Meetings (includes minutes and comment responses)	24		24				24			16	88	\$ 12,042.08
5. Public Meetings (assume 2 Public Meetings)											104	
Schedule, Prepare Materials, Conduct and Attend Meetings (includes draft and final Public Meeting Summary Report)	32						32		20	20	104	\$ 12,934.84
6. Public Hearings (assume 1 Public Hearing)											44	
Schedule, Prepare Materials, Conduct and Attend Meetings (includes draft and final Public Hearing Summary Report)	8						8		14	14	44	\$ 4,536.82
<b>HOURS SUB-TOTALS</b>	<b>66</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86</b>	<b>0</b>	<b>34</b>	<b>66</b>	<b>276</b>	
<b>CONTRACT RATE PER HOUR</b>	<b>\$223.22</b>	<b>\$196.07</b>	<b>\$141.78</b>	<b>\$111.61</b>	<b>\$87.48</b>	<b>\$120.66</b>	<b>\$90.50</b>	<b>\$87.48</b>	<b>\$75.41</b>	<b>\$69.38</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$14,732.52</b>	<b>\$0.00</b>	<b>\$3,402.72</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,783.00</b>	<b>\$0.00</b>	<b>\$2,563.94</b>	<b>\$4,579.08</b>	<b>\$33,061.26</b>	
<b>% DISTRIBUTION OF STAFF HOURS</b>	<b>23.91%</b>	<b>0.00%</b>	<b>8.70%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>31.16%</b>	<b>0.00%</b>	<b>12.32%</b>	<b>23.91%</b>		
<b>TOTAL PROJECT HOURS</b>	<b>303</b>	<b>234</b>	<b>636</b>	<b>420</b>	<b>328</b>	<b>887</b>	<b>545</b>	<b>166</b>	<b>682</b>	<b>179</b>	<b>4380</b>	<b>\$ 513,976.00</b>
<b>PROJECT TOTALS</b>	<b>\$67,635.66</b>	<b>\$45,880.38</b>	<b>\$90,172.08</b>	<b>\$46,876.20</b>	<b>\$28,693.44</b>	<b>\$107,025.42</b>	<b>\$49,322.50</b>	<b>\$14,521.68</b>	<b>\$51,429.62</b>	<b>\$12,419.02</b>	<b>\$513,976.00</b>	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	<b>6.92%</b>	<b>5.34%</b>	<b>14.52%</b>	<b>9.59%</b>	<b>7.49%</b>	<b>20.25%</b>	<b>12.44%</b>	<b>3.79%</b>	<b>15.57%</b>	<b>4.09%</b>		

Brown & Gay Engineers, Inc.  
Loop 375 Managed Lanes

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)	20	night	85.00		\$1,700.00
Meals (overnight stay required)	20	day	36.00		\$720.00
Rental Car (Tax/fees not included)	20	day	65.00		\$1,300.00
Mileage	300	mile	0.510		\$153.00
SUV or ATV Rental	0	day	100.00		\$0.00
Air Travel	20	each	400.00		\$8,000.00
Parking	20	day	10.00		\$200.00
Taxi/Cab fare	0	each	30.00		\$0.00
Standard Postage	25	letter	0.45		\$11.25
Overnight express-letter size	16	each	20.00		\$320.00
Overnight express-oversized box	12	each	30.00		\$360.00
Courier Services	0	each	30.00		\$0.00
8½"X11" B/W Paper Copies	2000	each	0.10		\$200.00
11"X17" B/W Paper Copies	300	each	0.20		\$60.00
8½"X11" Color Paper Copies	400	each	1.00		\$400.00
11"X17" Color Paper Copies	500	each	1.20		\$600.00
CADD Plotting	500	linear foot	1.50		\$750.00
Digital Ortho Plotting	1000	linear foot	2.00		\$2,000.00
Law Enforcement/Uniform Officer	0	hour/officer	40.00		\$0.00
Notebooks	0	each	2.00		\$0.00
Hazardous Materials Database Search	0	per search	500.00		\$0.00
Backhoe Rental	0	day	800.00		\$0.00
Boards for Public Meeting	0	each	100.00		\$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	20.00		\$0.00
Interpreter	0	hour	40.00		\$0.00
Court Reporter	0	hour	40.00		\$0.00
Newspaper Advertisement	0	each	2,000.00		\$0.00
<b>Other Direct Expense Total</b>					<b>\$16,774.25</b>

PRIME PROVIDER NAME: Brown &amp; Gay Engineers, Inc.

CONTRACT NUMBER:

Brown &amp; Gay Engineers, Inc. (PRIME)

**LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS**

Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Senior Project Manager		\$ 74.00	\$ 223.22
Senior Bridge Engineer		\$ 65.00	\$ 196.07
Senior Engineer		\$ 65.00	\$ 196.07
Project Engineer		\$ 47.00	\$ 141.78
Design Engineer		\$ 37.00	\$ 111.61
EIT		\$ 29.00	\$ 87.48
Senior Engineering Technician		\$ 40.00	\$ 120.66
Engineering Technician		\$ 30.00	\$ 90.50
Senior CADD Operator		\$ 29.00	\$ 87.48
CADD Operator		\$ 25.00	\$ 75.41
Admin/Clerical		\$ 23.00	\$ 69.38
Audited Overhead Rate:	174.23%		
Negotiated Profit Rate:	10.00%		
Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.			
Physical percent complete to be billed. Documentation of hours work not required.			
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			



Blanton & Associates, Inc.  
Loop 375 Managed Lanes

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)	19	night	85.00		\$1,615.00
Meals (overnight stay required)	38	day	36.00		\$1,368.00
Rental Car (Tax/fees not included)	10	day	65.00		\$650.00
Mileage	900	mile	0.510		\$459.00
SUV or ATV Rental	6	day	100.00		\$600.00
Air Travel	19	each	400.00		\$7,600.00
Parking	36	day	10.00		\$360.00
Taxi/Cab fare	2	each	30.00		\$60.00
Standard Postage	1200	letter	0.45		\$540.00
Overnight express-letter size	8	each	20.00		\$160.00
Overnight express-oversized box	8	each	30.00		\$240.00
Courier Services	12	each	30.00		\$360.00
8½"X11" B/W Paper Copies	2000	each	0.10		\$200.00
11"X17" B/W Paper Copies	300	each	0.20		\$60.00
8½"X11" Color Paper Copies	400	each	1.00		\$400.00
11"X17" Color Paper Copies	500	each	1.20		\$600.00
CADD Plotting	20	linear foot	1.50		\$30.00
Digital Ortho Plotting	300	linear foot	2.00		\$600.00
Law Enforcement/Uniform Officer	24	hour/officer	40.00		\$960.00
Notebooks	25	each	2.00		\$50.00
Hazardous Materials Database Search		per search	500.00		\$0.00
Backhoe Rental		day	800.00		\$0.00
Boards for Public Meeting	12	each	100.00		\$1,200.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	5	day	20.00		\$100.00
Interpreter	24	hour	40.00		\$960.00
Court Reporter	12	hour	40.00		\$480.00
Newspaper Advertisement	12	each	2,000.00		\$24,000.00
<b>Other Direct Expense Total</b>					<b>\$43,652.00</b>



**CONTRACT NUMBER:**  
**Blanton & Associates, Inc.**

### LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS

Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$62.14	\$ 157.75
Environmental Manager	\$56.96	\$ 144.60
Sr. Scientist	\$56.96	\$ 144.60
Sr. Environmental Specialist	\$48.50	\$ 123.12
Environmental Specialist	\$34.75	\$ 88.22
Sr. Historian	\$36.25	\$ 92.02
Historian	\$31.05	\$ 78.82
Sr. Environmental Tech	\$34.25	\$ 86.95
Environmental Tech	\$28.50	\$ 72.35
Sr. Archeologist	\$30.75	\$ 78.06
Archeologist	\$27.50	\$ 69.81
Sr. Cartographer (CADD/GIS)	\$37.50	\$ 95.20
Cartographer (CADD/GIS)	\$26.37	\$ 66.94
Admin/Clerical	\$25.25	\$ 64.10
Audited Overhead Rate:	130.78%	
Negotiated Profit Rate:	10.00%	
<p>Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.            Physical percent complete to be billed. Documentation of hours work not required.            Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>		

Raba Kistner, Inc.  
 Loop 375 Managed Lanes

Task Description	Principal	Sr. Environmental Planner	Environmental Planner	Principal Archeologist	Archeologist	Historian	GIS	Biologist	Geologist	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>D. Environmental Studies</b>											98	\$ 15,544.84
1. Need and Purpose											0	0
2. Alternatives											0	0
3. Affected Environment and Environmental Consequences											54	0
3.21 Hazardous Materials			50							4	54	\$ 7,000.12
4. Indirect And Cumulative Impacts											0	0
5. Public Involvement											0	0
6. Conclusion											0	0
7. EA Submittals											44	0
QA/QC			40							4	44	\$ 8,544.72
<b>HOURS SUB-TOTALS</b>	0	40	50	0	0	0	0	0	0	8	98	
<b>CONTRACT RATE PER HOUR</b>	\$213.85	\$207.14	\$134.82	\$112.81	\$78.16	\$96.69	\$80.58	\$94.82	\$95.30	\$64.78		
<b>TOTAL LABOR COSTS</b>	\$0.00	\$8,285.60	\$6,741.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$518.24	\$15,544.84	
<b>% DISTRIBUTION OF STAFF HOURS</b>	0.00%	40.82%	51.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.16%		
<b>TOTAL PROJECT HOURS</b>	0	40	50	0	0	0	0	0	0	8	98	\$ 15,544.84
<b>PROJECT TOTALS</b>	\$0.00	\$8,285.60	\$6,741.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$518.24	\$15,544.84	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	0.00%	40.82%	51.02%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.16%		

Raba Kistner, Inc.  
Loop 375 Managed Lanes

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)	0	night	85.00		\$0.00
Meals (overnight stay required)	0	day	36.00		\$0.00
Rental Car (Tax/fees not included)	1	day	65.00		\$65.00
Mileage	0	mile	0.510		\$0.00
SUV or ATV Rental	0	day	100.00		\$0.00
Air Travel	1	each	400.00		\$400.00
Parking	1	day	10.00		\$10.00
Taxi/Cab fare	0	each	30.00		\$0.00
Standard Postage	0	letter	0.45		\$0.00
Overnight express-letter size	0	each	20.00		\$0.00
Overnight express-oversized box	0	each	30.00		\$0.00
Courier Services	0	each	30.00		\$0.00
8½"X11" B/W Paper Copies	100	each	0.10		\$10.00
11"X17" B/W Paper Copies	0	each	0.20		\$0.00
8½"X11" Color Paper Copies	0	each	1.00		\$0.00
11"X17" Color Paper Copies	0	each	1.20		\$0.00
CADD Plotting	10	linear foot	1.50		\$15.00
Digital Ortho Plotting	0	linear foot	2.00		\$0.00
Law Enforcement/Uniform Officer	0	hour/officer	40.00		\$0.00
Notebooks	0	each	2.00		\$0.00
Hazardous Materials Database Search	1	per search	500.00		\$500.00
Backhoe Rental	0	day	800.00		\$0.00
Boards for Public Meeting	0	each	100.00		\$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	20.00		\$0.00
Interpreter	0	hour	40.00		\$0.00
Court Reporter	0	hour	40.00		\$0.00
Newspaper Advertisement	0	each	2,000.00		\$0.00
<b>Other Direct Expense Total</b>					<b>\$1,000.00</b>

**CONTRACT NUMBER:**  
**RABA Kistner, Inc.**

### LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS

Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	\$ 66.35	\$ 213.85
Sr. Environmental Planner	\$ 64.27	\$ 207.14
Environmental Planner	\$ 41.83	\$ 134.82
Principle Archeologist	\$ 35.00	\$ 112.81
Archeologist	\$ 24.25	\$ 78.16
Historian	\$ 30.00	\$ 96.69
GIS	\$ 25.00	\$ 80.58
Biologist	\$ 29.42	\$ 94.82
Geologist	\$ 29.57	\$ 95.30
Admin/Clerical	\$ 20.10	\$ 64.78
Negotiated Overhead Rate:	193.00%	
Negotiated Profit Rate:	10.00%	
<p>Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.            Physical percent complete to be billed. Documentation of hours work not required.            Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>		

SLI Engineers, Inc.  
Loop 375 Managed Lanes

Task Description	Survey Project Manager	RPLS	Survey Tech.	Survey Tech. GPS	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Flagger	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>B. Survey</b>										433	\$ 60,292.19
1. Project Control										87	
1.1 Primary and Secondary Control Monuments	5	10	15	15	40				2	87	\$ 10,018.62
2. Ground Survey										59	
2.1 Existing Drainage Features: Survey ditch/channel cross-sections at 25-foot intervals, or at intermediate points to identify abnormalities, along and perpendicular to the canal centerline for a distance of 100 feet left and right of the existing right-of-way (ROW) to supplement the aerial mapping file	3	8			48					59	\$ 7,410.40
2.2 Existing Railroad Track: Survey Railroad track cross-sections at 25-foot intervals, or at intermediate points to identify abnormalities, along and perpendicular to the canal centerline for a distance of 100 feet left and right of the existing right-of-way (ROW) to supplement the aerial mapping file	2	4			24					30	\$ 3,780.20
2.3 Existing Utilities: Survey the horizontal location of visible aboveground utility appurtenances within the existing ROW to supplement the aerial mapping file	3	8			48			40		99	\$ 9,570.80
3. Deliverables										287	
Final Planimetric and Topographic Base Map	5	20	112	112					2	251	\$ 25,068.06
TIN File	5	10	10	10					1	36	\$ 4,444.11
<b>HOURS SUB-TOTALS</b>	<b>23</b>	<b>60</b>	<b>137</b>	<b>137</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>5</b>	<b>562</b>	
<b>CONTRACT RATE PER HOUR</b>	<b>\$150.00</b>	<b>\$179.99</b>	<b>\$92.01</b>	<b>\$92.01</b>	<b>\$115.01</b>	<b>\$145.00</b>	<b>\$165.00</b>	<b>\$54.01</b>	<b>\$54.01</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$3,450.00</b>	<b>\$10,799.40</b>	<b>\$12,605.37</b>	<b>\$12,605.37</b>	<b>\$18,401.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,160.40</b>	<b>\$270.05</b>	<b>\$60,292.19</b>	
<b>% DISTRIBUTION OF STAFF HOURS</b>	<b>4.09%</b>	<b>10.68%</b>	<b>24.38%</b>	<b>24.38%</b>	<b>28.47%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>7.12%</b>	<b>0.89%</b>		
<b>TOTAL PROJECT HOURS</b>	<b>23</b>	<b>60</b>	<b>137</b>	<b>137</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>5</b>	<b>562</b>	<b>\$ 60,292.19</b>
<b>PROJECT TOTALS</b>	<b>\$3,450.00</b>	<b>\$10,799.40</b>	<b>\$12,605.37</b>	<b>\$12,605.37</b>	<b>\$18,401.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,160.40</b>	<b>\$270.05</b>	<b>\$60,292.19</b>	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	<b>4.09%</b>	<b>10.68%</b>	<b>24.38%</b>	<b>24.38%</b>	<b>28.47%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>7.12%</b>	<b>0.89%</b>		

SLI Engineers, Inc.  
Loop 375 Managed Lanes

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)	0	night	85.00		\$0.00
Meals (overnight stay required)	0	day	36.00		\$0.00
Rental Car (Tax/fees not included)	0	day	65.00		\$0.00
Mileage	300	mile	0.510		\$153.00
SUV or ATV Rental	0	day	100.00		\$0.00
Air Travel	0	each	400.00		\$0.00
Parking	0	day	10.00		\$0.00
Taxi/Cab fare	0	each	30.00		\$0.00
Standard Postage	5	letter	0.45		\$2.25
Overnight express-letter size	2	each	20.00		\$40.00
Overnight express-oversized box	2	each	30.00		\$60.00
Courier Services	0	each	30.00		\$0.00
8½"X11" B/W Paper Copies	300	each	0.10		\$30.00
11"X17" B/W Paper Copies	200	each	0.20		\$40.00
8½"X11" Color Paper Copies	200	each	1.00		\$200.00
11"X17" Color Paper Copies	400	each	1.20		\$480.00
CADD Plotting	500	linear foot	1.50		\$750.00
Digital Ortho Plotting	0	linear foot	2.00		\$0.00
Law Enforcement/Uniform Officer	0	hour/officer	40.00		\$0.00
Notebooks	0	each	2.00		\$0.00
Hazardous Materials Database Search	0	per search	500.00		\$0.00
Backhoe Rental	0	day	800.00		\$0.00
Boards for Public Meeting	0	each	100.00		\$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	20.00		\$0.00
Interpreter	0	hour	40.00		\$0.00
Court Reporter	0	hour	40.00		\$0.00
Newspaper Advertisement	0	each	2,000.00		\$0.00
Railroad Insurance Expense	1	each	7,000.00		\$7,000.00
<b>Other Direct Expense Total</b>					<b>\$8,755.25</b>

**CONTRACT NUMBER:**  
**SLI Engineering, Inc. - Survey**

### LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS

Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Survey Project Manager	\$ 48.83	\$ 150.00
Registered Professional Land Surveyor	\$ 58.59	\$ 179.99
Survey Technician	\$ 29.95	\$ 92.01
Survey Technician - GPS	\$ 29.95	\$ 92.01
2-man Survey Crew (Portal to Portal)	\$ 37.44	\$ 115.01
3-man Survey Crew (Portal to Portal)	\$ 47.20	\$ 145.00
4-man Survey Crew (Portal to Portal)	\$ 53.71	\$ 165.00
Flagger	\$ 17.58	\$ 54.01
Administrative/Clerical	\$ 17.58	\$ 54.01
Negotiated Overhead Rate:	179.27%	
Negotiated Profit Rate:	10.00%	
<p>Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.            Physical percent complete to be billed. Documentation of hours work not required.            Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>		

Villaverde Inc.  
Loop 375 Managed Lanes

Task Description	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	SENIOR CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS	TOTAL LABOR COST
<b>C. Schematic Design</b>								960	\$ 73,368.83
<b>1. Data Collection</b>								107	\$ 8,057.11
Obtain Culvert Drawings of Record from TxDOT	1	1			12			14	\$ 981.34
Conduct Inventory of on going City Projects/County/EPWU	1	1	3	1	6			12	\$ 951.78
Gather Design Information	1	4	4	2	8		2	21	\$ 1,626.83
Field Investigation of Inlets, Storm Sewer	1	3	8	1	8			21	\$ 1,743.46
Gather Aerial Topo Mapping		1	1	1	1	1		5	\$ 389.20
Prepare and Maintain Photographic Information File		1	1	1	1	2		6	\$ 440.71
Coordinate/Inventory Information with Sub-Consultants (surveyor)	1	2	4	3	6	12		28	\$ 1,923.79
<b>2. Design Criteria</b>								0	0
<b>3. Roadway Design</b>								0	0
<b>4. Design Schematic</b>								853	\$ 65,311.72
<b>Drainage Analysis</b>								0	\$ -
Update Existing Data & Research	1	2	4	1	12	16		36	\$ 2,356.71
Create Existing Storm Sewer Model	1	4	12	1	12	32		62	\$ 4,121.25
Review & Interpret Results	1	8	18	2	4			33	\$ 2,988.35
Identify and Document Issues that will Require FEMA	8	2	6	1	8	4		29	\$ 2,395.88
Identify and Document Issues that will Require EPCW#1	10	3	12	2	10	6		43	\$ 3,574.17
<b>Hydraulic Analysis</b>								0	\$ -
Detail review of existing drainage system.								0	\$ -
- establish base line for comparison	1	2	6	6	12	16		43	\$ 2,947.37
- identify existing conditions along the project.	1	8	9	12	24	32		86	\$ 5,908.25
Hydrologic review of watershed and sub water shed areas.	2	6						8	\$ 803.28
Crossings (arroyos, culverts, bridge structures drainage structures).	2	8	20	16	36	42		124	\$ 8,650.28
- peak flows current 5, 10, 25, 50 and 100 year frequency.	1	6	12	6	12	4		41	\$ 3,282.21
- peak flows future 5, 10, 25, 50 and 100 year frequency.		8	16	6	12	4		46	\$ 3,747.04
Analyze Impact to Downstream Facilities	2	20	26	2	6	3		59	\$ 5,308.03
Identify impacts from Intersection Construction by Stage	1	3	6					10	\$ 958.32
Recommend Mitigation Measures	2	16		1				19	\$ 1,875.00
Research Erosion Control Methods	1	12		1				14	\$ 1,374.29
Research Design Options to Address "Best Management Practices"	1	12		1				14	\$ 1,374.29
Utilities Coordination for inlet	1	4	6	8	1	12	6	38	\$ 2,611.69
Cost Estimates for Prefer Alternative	2	10	1	1	14	2	3	33	\$ 2,495.46
<b>Project Administration</b>								0	\$ -
<b>QA/QC</b>								0	\$ -
Prepare 60%	2	2	1					5	\$ 499.78
Prepare 90%	4	2	1					7	\$ 708.64
Incorporate Changes		4	6		6	10		26	\$ 1,856.98
Prepare 100%	4	2	1					7	\$ 708.64
Submit Electronic Files		4	2		3	8		17	\$ 1,188.38
Project Management - Invoicing, File Administration	1	8	3				12	24	\$ 1,621.73
Minutes of Meetings and Telephone Conversations	1	6					5	12	\$ 884.85
Progress/Review Meetings	1	6					10	17	\$ 1,070.85
<b>5. Other Items</b>								0	0
<b>HOURS SUB-TOTALS</b>	<b>56</b>	<b>181</b>	<b>189</b>	<b>76</b>	<b>214</b>	<b>206</b>	<b>38</b>	<b>960</b>	<b>\$ 73,368.83</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$104.43</b>	<b>\$99.07</b>	<b>\$92.78</b>	<b>\$81.02</b>	<b>\$64.82</b>	<b>\$51.51</b>	<b>\$37.20</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$5,848.08</b>	<b>\$17,931.67</b>	<b>\$17,535.42</b>	<b>\$6,157.52</b>	<b>\$13,871.48</b>	<b>\$10,611.06</b>	<b>\$1,413.60</b>	<b>\$73,368.83</b>	
<b>% DISTRIBUTION OF STAFF HOURS</b>	<b>5.83%</b>	<b>18.85%</b>	<b>19.69%</b>	<b>7.92%</b>	<b>22.29%</b>	<b>21.46%</b>	<b>3.96%</b>		
<b>TOTAL PROJECT HOURS</b>	<b>56</b>	<b>181</b>	<b>189</b>	<b>76</b>	<b>214</b>	<b>206</b>	<b>38</b>	<b>960</b>	<b>\$ 73,368.83</b>
<b>PROJECT TOTALS</b>	<b>\$5,848.08</b>	<b>\$17,931.67</b>	<b>\$17,535.42</b>	<b>\$6,157.52</b>	<b>\$13,871.48</b>	<b>\$10,611.06</b>	<b>\$1,413.60</b>	<b>\$73,368.83</b>	
<b>TOTAL PROJECT % DISTRIBUTION OF STAFF HOURS</b>	<b>5.83%</b>	<b>18.85%</b>	<b>19.69%</b>	<b>7.92%</b>	<b>22.29%</b>	<b>21.46%</b>	<b>3.96%</b>		



Villaverde Inc.  
Loop 375 Managed Lanes

Other Direct Expenses	UNITS		RATE		
Lodging/Hotel (Taxes/fees not included)	0	night	85.00		\$0.00
Meals (overnight stay required)	0	day	36.00		\$0.00
Rental Car (Tax/fees not included)	0	day	65.00		\$0.00
Mileage	0	mile	0.510		\$0.00
SUV or ATV Rental	0	day	100.00		\$0.00
Air Travel	0	each	400.00		\$0.00
Parking	0	day	10.00		\$0.00
Taxi/Cab fare	0	each	30.00		\$0.00
Standard Postage	5	letter	0.45		\$2.25
Overnight express-letter size	2	each	20.00		\$40.00
Overnight express-oversized box	2	each	30.00		\$60.00
Courier Services	0	each	30.00		\$0.00
8½"X11" B/W Paper Copies	1000	each	0.10		\$100.00
11"X17" B/W Paper Copies	200	each	0.20		\$40.00
8½"X11" Color Paper Copies	300	each	1.00		\$300.00
11"X17" Color Paper Copies	300	each	1.20		\$360.00
CADD Plotting	500	linear foot	1.50		\$750.00
Digital Ortho Plotting	0	linear foot	2.00		\$0.00
Law Enforcement/Uniform Officer	0	hour/officer	40.00		\$0.00
Notebooks	0	each	2.00		\$0.00
Hazardous Materials Database Search	0	per search	500.00		\$0.00
Backhoe Rental	0	day	800.00		\$0.00
Boards for Public Meeting	0	each	100.00		\$0.00
Env. Field Supplies (lathes, stakes, flagging, spray paint, etc.)	0	day	20.00		\$0.00
Interpreter	0	hour	40.00		\$0.00
Court Reporter	0	hour	40.00		\$0.00
Newspaper Advertisement	0	each	2,000.00		\$0.00
<b>Other Direct Expense Total</b>					<b>\$1,652.25</b>

**CONTRACT NUMBER:**  
**Villaverde, Inc.**

### LUMP SUM, UNIT COST AND/OR SPECIFIED RATE PAYMENT BASIS

Lump Sum, Unit Cost and/or Specified Rate Labor/Staff Classification		Negotiated Hourly Base Rate	Contract Rate
Senior Engineer		\$ 36.49	\$ 104.43
Project Engineer		\$ 34.62	\$ 99.07
Design Engineer		\$ 32.42	\$ 92.78
EIT		\$ 28.31	\$ 81.02
Senior CADD Operator		\$ 22.65	\$ 64.82
CADD Operator		\$ 18.00	\$ 51.51
Admin/Clerical		\$ 13.00	\$ 37.20
Negotiated Overhead Rate:	160.16%		
Negotiated Profit Rate:	10.00%		
<p>Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.            Physical percent complete to be billed. Documentation of hours work not required.            Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>			

**ATTACHMENT E**  
**ORGANIZATION CHART**

# Attachment E – Organization Chart

