

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

**WHEREAS**, the Camino Real Regional Mobility Authority (the CRRMA) has selected a professional engineering firm (the Engineer) to prepare the environmental documents and preliminary engineering services necessary for the development of the Loop 375 - Americas Managed Lanes Project (the Project);

**WHEREAS**, the CRRMA and its general engineering consultant (the GEC) now desire to execute a new work authorization in order for the GEC to provide general oversight and management services to the CRRMA, as the Engineer completes the referenced environmental and preliminary engineering services to the CRRMA;

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

**THAT** the Executive Director be authorized to execute **Work Authorization No. 16** with Atkins North America, Inc. (formerly known as Post, Buckley, Schuh, and Jernigan, Inc. (PBS&J)), including any additional documents or materials as may be required, for the general engineering services necessary for the oversight and management of the environmental and preliminary engineering services necessary for the Loop 375 - Americas Managed Lanes Project; provided that such work authorization shall not take effect until the Executive Director issues a Notice to Proceed.

**PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF JANUARY 2013.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

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

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

**APPROVED AS TO CONTENT:**

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

## WORK AUTHORIZATION NO. 16

This **Work Authorization No. 16** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 16, 2009 (the "Agreement"), between the Camino Real Regional Mobility Authority ("Authority") and Atkins North America, Inc. formerly known as Post, Buckley, Schuh & Jernigan, Inc. ("GEC"). This **Work Authorization No. 16** is made for the purposes identified below, consistent with the services defined in the Agreement.

This **Work Authorization No. 16** is intended to provide general engineering and related services from the GEC to the Authority relative to management and oversight of the preparation of environmental documents and the performance of preliminary engineering services for the proposed Loop 375 - Americas Managed Lanes Project in El Paso, Texas, commonly referred to as the Americas Managed Lanes (the Project). The Authority intends to engage a professional engineering firm (the Engineer) to complete the referenced preliminary engineering and environmental services necessary for the Project. The Authority desires to engage the GEC to manage and oversee the Engineer as it completes such scope of work, with the GEC serving as the Authority's representative in such management and oversight, as more fully enumerated herein. It is understood that the GEC services identified herein are dependent upon the services to be provided by the Engineer. Accordingly, the services enumerated within this work authorization are intended as a guide, noting that actual services to be provided shall be governed by the work provided by the Engineer.

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

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

The GEC shall provide general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT "A"**, which is attached hereto and incorporated herein for all purposes.

### **Section B. - Schedule**

The GEC shall not commence the performance of any services required by **EXHIBIT "A"** until the Executive Director of the Authority provides a Notice to Proceed to the GEC.

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

In return for the performance of the obligations identified within this **Work Authorization No. 16**, the Authority shall pay to the GEC an amount not to exceed ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$194,939.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT "B"**, dated January 11, 2013. Compensation shall be made in accordance with the Agreement. Invoices shall be provided by the GEC in accordance with **EXHIBIT "C"**, which is attached hereto and incorporated herein for all purposes.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Camino Real Regional Mobility Authority

GEC: Atkins North America, Inc. (formerly Post, Buckley, Schuh & Jernigan, Inc.)

Signature: \_\_\_\_\_  
By: Raymond L. Telles  
Title: Executive Director  
Date: \_\_\_\_\_

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

**CAMINO REAL RMA (the "Authority")****EXHIBIT A****WORK AUTHORIZATION NO. 16****ATKINS (the "GEC")****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of this **Work Authorization No. 16** covers the services requested of the Authority's General Engineering Consultant (GEC) for the oversight of the preparation of environmental documents and the performance of preliminary engineering services for the proposed Loop 375 - Americas Managed Lanes Project in El Paso, Texas, commonly referred to as the Americas Managed Lanes (referred to herein as the "Project"). The services requested herein are in support of a Project Development Agreement (PDA) between the Texas Department of Transportation (TxDOT) and the Authority regarding the development of the Project. The following tasks further define the work efforts to be performed by the GEC, as it oversees the work of an engineering firm selected by the Authority (the Engineer).

**1. TASK 1 - PROJECT MANAGEMENT**

The GEC will provide staff to administer, manage, review, and coordinate development of the Project. This staff will represent the Authority's interest as defined in the PDA, as more fully explained herein. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities in this task include:

**A. Project Management Plan (PMP)**

- Review and comment on the Engineer's PMP, components of which will include:
  - Project administration;
  - Design quality management plan;
  - Public information and communications; and
  - Communications management.

**B. Administration**

- Review and report on the Engineer's submittals of records and reports as required for the Project by TxDOT and/or FHWA.
- Report Project progress and issues in a timely manner.
- Review, monitor, and report on Engineer's Project schedule.
- Maintain accurate records of the costs involved in potential change order work. These records will include labor times in the portion of the work in dispute.

**C. Project Coordination**

- Work with the Authority, TxDOT, Engineer, third party consultants, utility companies, and public agencies to coordinate Project development.
- Coordinate the details of and participate in Project's kick-off meeting to be held shortly after notice to proceed has been given to the Engineer.

**D. Project Reporting**

- Prepare and issue monthly reports on the Project's status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and prepare reports on DBE/HUB utilization for Engineer's DBE/HUB program.

**E. Project Meetings & Documentation**

- Facilitate the following Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:
  - Project Progress Meetings (Weekly); and
  - Issue Resolution Meetings (As Needed)

**F. Document Controls**

- Develop and implement a document control plan.
- Maintain Project files for the duration of the Project.
- Transfer program files to the Authority upon completion of the work or as directed by the Authority.
- Assist Engineer with compiling and maintaining a technical support data file and comprehensive Administrative Record.

**2. TASK 2 - MANAGEMENT OF ENVIRONMENTAL DOCUMENTS PREPARATION**

The GEC will perform tasks to manage and oversee the work performed by the Engineer.

Tasks include but are not limited to:

- A. Conduct and attend progress meetings with the Engineer to manage environmental schedule and work efforts.
- B. Oversee, schedule and review work assigned to the Engineer in the following work categories:
  - Traffic Noise Analysis;
  - Air Quality Analysis;
  - Wetland Delineation;
  - Nationwide Permit;
  - Sec. 404 (Title 33, United States Code Sec. 1344) Individual Permits;
  - U.S. Coast Guard and U.S. Army Corps of Engineers Sec. 10 (Title 33, United States Code Sec 403) Permits;
  - Protected Species Determination (Habitat);
  - Impact Evaluation Assessments;
  - Biological Surveys;
  - Sec. 4(f) (Title 23, United States Code of Federal Regulations Sec. 771.135) and/or Sec 6(f) (Title 49, United States Code Sec 303) Evaluations;
  - Surveys, Research and Documentation of Historic Buildings, Structures and Objects

- Historic Architecture;
- Archaeological Surveys, Documentation, Excavations, Testing Reports and Data recovery Plans;
- Historical and Archival Research;
- Socio-Economic and Environmental Justice Analyses (Regional and Project Level Toll Analyses);
- Hazardous Materials Initial Site Assessment;
- Environmental Document Preparation;
- Need and Purpose Statements;
- Agency coordination;
- Logical termini independent utility rationale; and
- Mitigation strategies and plans.

C. Coordinate with TxDOT El Paso District and the MPO regarding project status in the Metropolitan Transportation Plan (MTP) and the regional toll analysis.

### 3. **TASK 3 - MANAGEMENT OF PRELIMINARY ENGINEERING SERVICES**

This will include the work required to oversee that the design of the Project is completed in accordance with the PDA and the agreement between the Authority and the Engineer.

#### **A. Design Criteria**

The GEC will work with the Engineer to establish the design criteria to be used by the design team in the production of the deliverables.

#### **B. Schematic Development**

The GEC will oversee the schematic plan development. Variances from the configuration will be tracked and resolved through the partnering process. The GEC will identify opportunities for changes to the schematic to accommodate Project goals. These opportunities will be coordinated with the Engineer, Authority, and TxDOT.

#### **C. Production Schedule**

The GEC will work with the Engineer to understand the design submittal schedule and provide GEC staffing levels to accommodate the Engineer's proposed design production schedule. The Engineer's production schedule will be coordinated with the Authority, and TxDOT to keep Project stakeholders informed of key milestone dates and design review schedules.

#### **D. Work Group Meetings**

This task includes the attendance of the Engineer's design work group meetings. In these meetings, the GEC will stay informed of design development issues and provide guidance to the Engineer when required.

#### **E. Design Reviews**

After a design submittal has been through the design quality control and the design quality assurance reviews, the GEC will perform a design quality oversight review. This review will:

- Audit records to verify compliance with the approved design criteria; and
- Audit design to confirm all previous review comments have been incorporated.

The mandatory design reviews include:

- Design Summary Report;
- 30% schematic plan;
- 60% schematic plan;
- 90% schematic plan;
- 100% schematic plan;
- Cost Estimate for all phased schematic submittals;
- Geopak and MicroStation .DGN files for schematic; and
- Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics.

Other design reviews may include:

- Over the shoulder reviews; and
- Request for information (RFI) submittals.

#### **4. TASK 4 - MANAGEMENT OF PUBLIC INVOLVEMENT ACTIVITIES**

The GEC will perform tasks to manage the public involvement activities performed by and the Engineer. Tasks include but are not limited to:

- A. Oversee and review public meetings and public hearing deliverables; and
- B. Attend public meetings (2) and public hearing.

#### **5. LIST OF ASSUMPTIONS**

##### **A. Services Provided by Others**

This work authorization assumes the following activities will be provided by others and have either already occurred or will occur in the future:

- Environmental documents (the Engineer's scope);
- Preliminary design services to produce schematic design (the Engineer's scope);
- ROW acquisition;
- ROW mapping revisions/updates necessitated by design;
- Utility design;
- Utility Agreements;
- Geotechnical investigations and recommendations; and
- Any and all hazardous material mitigation.

##### **B. Staff Labor and Overhead Rates**

Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization. The actual rates used will be in accordance with Section 4, Compensation in the Agreement.

**[END OF EXHIBIT]**

## FEE ESTIMATE SUMMARY

### Work Authorization No. 16

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**TASK**

Task 1 - Project Management	\$ 55,376
Task 2 - Management of Environmental Documents Preparation	\$ 58,083
Task 3 - Management of Preliminary Engineering Services	\$ 55,742
Task 4 - Management of Public Involvement Activities	\$ 25,738

**TOTAL \$ 194,939**



# Task 1 - Project Management

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
1A Project Management Plan (PMP)		4	6				10
1B Administration			56	20			76
1C Project Coordination			40	20			60
1D Project Reporting			14			14	28
1E Project Meetings & Documentation			56	28		16	100
1F Document Controls			28			84	112
							0
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	4	200	68	0	114	386
% Total by Classification	0.00%	1.04%	51.81%	17.62%	0.00%	29.53%	
Labor Costs	\$ -	\$ 248	\$ 10,400	\$ 2,788	\$ -	\$ 2,394	\$ 15,830
Overhead Costs	\$ -	\$ 422	\$ 17,687	\$ 4,742	\$ -	\$ 4,071	\$ 26,922
Profit	\$ -	\$ 80	\$ 3,370	\$ 904	\$ -	\$ 776	\$ 5,130
<b>Total Loaded Labor</b>	<b>\$ -</b>	<b>\$ 750</b>	<b>\$ 31,458</b>	<b>\$ 8,433</b>	<b>\$ -</b>	<b>\$ 7,241</b>	<b>\$ 47,882</b>

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

Plotting and Reproduction	\$ 1,950.00
Mail and Deliveries	\$ 509.00
Misc Expenses	\$ 250.00
Travel and Field Expenses	\$ 4,784.60
<b>Total Direct Expenses</b>	<b>\$ 7,494</b>
	13.53%

**Total \$ 55,376**

## Task 2 - Management of Environmental Documents Preparation

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	
2A Conduct and attend progress meetings			56	16	16		88
2B Oversee, schedule, and review work		8	76	68	68	22	242
2C Coordinate with TxDOT El Paso District & MPO		4	32	16		4	56
							0
							0
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	12	164	100	84	26	386
	% Total by Classification						
Labor Costs	\$ -	\$ 744	\$ 8,528	\$ 4,100	\$ 2,604	\$ 546	\$ 16,522
Overhead Costs	\$ -	\$ 1,265	\$ 14,504	\$ 6,973	\$ 4,429	\$ 929	\$ 28,099
Profit	\$ -	\$ 241	\$ 2,764	\$ 1,329	\$ 844	\$ 177	\$ 5,355
<b>Total Loaded Labor</b>	<b>\$ -</b>	<b>\$ 2,250</b>	<b>\$ 25,795</b>	<b>\$ 12,402</b>	<b>\$ 7,877</b>	<b>\$ 1,652</b>	<b>\$49,975</b>
	0.00%	3.11%	42.49%	23.91%	21.76%	6.74%	

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

Plotting and Reproduction	\$ 1,950.00
Mail and Deliveries	\$ 360.00
Misc Expenses	\$ 250.00
Travel and Field Expenses	\$ 5,547.60
<b>Total Direct Expenses</b>	<b>\$ 8,108</b>

13.96%

Total \$ 58,083

### Task 3 - Management of Preliminary Engineering Services

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
	(Estimated Average Labor Rates)	\$	\$	\$	\$	\$	HRS
3A Design Criteria	4						4
3B Schematic Development	60						60
3C Production Schedule	20		32				52
3D Work Group Meetings	40						40
3E Design Reviews	60			120			180
							0
							0
							0
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	184	32	120	0	0	336
	% Total by Classification						
Labor Costs	\$ -	\$ 11,408	\$ 1,664	\$ 4,920	\$ -	\$ -	\$ 17,992
Overhead Costs	\$ -	\$ 19,402	\$ 2,830	\$ 8,367	\$ -	\$ -	\$ 30,599
Profit	\$ -	\$ 3,697	\$ 539	\$ 1,594	\$ -	\$ -	\$ 5,831
<b>Total Loaded Labor</b>		<b>\$ 34,507</b>	<b>\$ 5,033</b>	<b>\$ 14,882</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$54,422</b>
		0.00%	54.76%	35.71%	0.00%	0.00%	

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

Plotting and Reproduction	\$ 570.00
Mail and Deliveries	\$ 250.00
Misc Expenses	\$ 500.00
Travel and Field Expenses	\$ -
<b>Total Direct Expenses</b>	<b>\$ 1,320</b>
	2.37%

**Total \$ 55,742**

### Task 4 - Management of Public Involvement Activities

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
4A Oversee and review public meeting and public hearing deliverables		12	60	48			108
4B Attend public meetings (2) and public hearing			36				48
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	12	96	48	0	0	156
% Total by Classification	0.00%	7.69%	61.54%	30.77%	0.00%	0.00%	0.00%
Labor Costs	\$ -	\$ 744	\$ 4,992	\$ 1,968	\$ -	\$ -	\$ 7,704
Overhead Costs	\$ -	\$ 1,265	\$ 8,490	\$ 3,347	\$ -	\$ -	\$ 13,102
Profit	\$ -	\$ 241	\$ 1,618	\$ 638	\$ -	\$ -	\$ 2,497
Total Loaded Labor	\$ -	\$ 2,250	\$ 15,100	\$ 5,953	\$ -	\$ -	\$ 23,303

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

Plotting and Reproduction	\$ 234.00
Mail and Deliveries	\$ 201.80
Misc Expenses	\$ 150.00
Travel and Field Expenses	\$ 1,849.20
Total Direct Expenses	\$ 2,435

Total \$ 25,738

**EXHIBIT C**  
**ATKINS WORK AUTHORIZATION NO. 16**

**Invoice Reimbursement Checklist**

**Direct Labor/Timesheets:** The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

**Transportation Costs and Reimbursable Limits:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Airline Costs:** TxDOT will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue fee" is reimbursable only if the change was at TxDOT's request or change in meeting because of TxDOT.

**Personal Automobile Mileage:** Up to the state approved rate of **55.5 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Automobile Rentals:** Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

**Hotel Rates:** Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

**Meals (Food Costs):** Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

**Other - Taxi, Bus, Limousine, Subway, etc.:** Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

**Communication Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is

preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Receipts:** Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

**[END OF EXHIBIT]**