

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) and the Texas Department of Transportation (TxDOT) have agreed that it would be to the region's benefit to cooperatively develop the Spur 1966 Project, formerly known as the Schuster Connection Project, on an expedited timeline;

WHEREAS, the CRRMA and TxDOT have agreed that in order to achieve the expedited project timeline, TxDOT would complete the schematic phase, the CRRMA would be responsible for the design aspects and TxDOT would be responsible for the procurement and construction phases of the project;

WHEREAS, the CRRMA previously executed a work authorization with its general engineering consultant (GEC) so that the GEC could participate in the project as TxDOT developed the schematic phase services; and

WHEREAS, the CRRMA now desires to supplement the original work authorization that will allow the GEC to commence the actual design services for the project, as TxDOT nears completion of the schematic phase services;

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

THAT the Executive Director be authorized to execute **Work Authorization No. 13.1** with Atkins North America, Inc. (formerly known as Post, Buckley, Schuh, and Jernigan, Inc. (PBS&J)), including any additional documents or materials as may be required, for general engineering services to complete the design services necessary for the letting and construction of the Spur 1966 Project, formerly known as the Schuster Connection Project.

PASSED AND APPROVED THIS 29TH DAY OF AUGUST 2012.

**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. 13.1

This **Work Authorization No. 13.1** is made as of this _____ day of _____, 2012, 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. 13.1** is made for the purposes identified below, consistent with the services defined in the Agreement and is intended to supplement existing **Work Authorization No. 13** between the Parties.

This **Work Authorization No. 13.1** is intended to add scope and budget to existing **Work Authorization No. 13** between the parties, which previously provided authorization for the GEC to provide certain preliminary engineering work while the Texas Department of Transportation (TxDOT) completed its schematic phase of the Spur 1966 Project (the Project), which was originally known as the Schuster Connection Project. **Work Authorization No. 13** was executed so that the GEC could participate in the development of the schematic phase, while a future work authorization was to be executed for the GEC to actually develop the design services necessary for the completion of the Project.

Accordingly, this **Work Authorization No. 13.1** shall supplement the scope and budget identified within **Work Authorization No. 13** and is intended to provide general engineering and related services from the GEC to the Authority relative to the completion of all design work required for the Project, as more fully enumerated herein. The intent of this supplement is for the GEC to now provide all remaining design work necessary for TxDOT to procure and let the Project as soon as possible, but not later than January, 2013. Due to the extremely short timelines associated with this Project, the Authority and TxDOT have agreed that the Authority should provide this design work through its GEC while TxDOT will be responsible for the procurement and construction aspects of the Project. The GEC services identified herein include all engineering and related services required for the development of the plans, specifications and estimates necessary to provide TxDOT with complete design services for the development of the Project as well as some work necessary during TxDOT's procurement and construction phases.

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

Section A. – Scope of Services

In addition to those services required under **Work Authorization No. 13**, the GEC shall provide general engineering support and related services to the Authority pursuant to and in accordance with **EXHIBIT "A"**, which is attached hereto and incorporated herein for all purposes. It is expressly agreed and understood that **EXHIBIT "A"** includes all services necessary to provide the scope required of the Authority pursuant to the Project Development Agreement, as amended, between the Authority and TxDOT for the Project.

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, but shall be completed in order to achieve a letting in January, 2013.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 13.1**, the Authority shall pay to the GEC an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND SIX HUNDRED THIRTY AND 00/100 DOLLARS (\$2,500,630.00), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT "B"**, dated August 29, 2012. Compensation shall be made in accordance with the Agreement. Invoices shall be provided by the GEC in accordance with **EXHIBIT "C"**, which is attached hereto and incorporated herein for all purposes. This not to exceed amount shall be in addition to the not to exceed amount of THREE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED THIRTEEN AND 00/100 DOLLARS (\$317,713.00) identified within **Work Authorization No. 13**, the services of which have not yet been completed.

Except to the extent expressly modified herein, all terms and conditions of the Agreement and **Work Authorization No. 13** 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. 13.1****ATKINS (the "GEC")****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of this **Work Authorization No. 13.1** covers the GEC development of the Plans, Specifications and Estimates for the SPUR 1966 project in El Paso, Texas or commonly referred to as the SPUR project. Such contemplated work is referred to herein as the Project. This Work Authorization supplements Work Authorization #13 previously authorized by the CRRMA which allowed the GEC to be involved in TxDOT's schematic development phase of the project. The services requested herein are in support of the Project Development Agreement between the Texas Department of Transportation (TxDOT) and the Authority for the Project. The following tasks further define the work efforts to be performed.

1. TASK 1 DESIGN PHASE SERVICES**A. PRODUCTION MANAGEMENT AND QUALITY CONTROL**

The GEC will provide staff to manage, review and coordinate development of the Project design. This staff will manage project production to the anticipated letting schedule of January 2013, providing the deliverables defined below. The GEC will develop a staffing plan which emphasizes project personnel consistency while maintaining appropriate levels of staffing for the Project submittal and completion timing. Activities in this task include:

- **Pre Design Conference**

The GEC will summarize the Project design criteria in a Design Summary Report (DSR) which shall form the basis of the design and development of the Plans, Specifications, and Estimate (PS&E) for the Project. The Project design will be based upon the TxDOT approved SPUR 1966 schematic. The DSR along with the approved schematic will be reviewed in a pre design conference to verify/refine the Project scope. Attendees shall include the CRRMA, the GEC, and TxDOT.

- **Project Schedule**

The GEC will develop and maintain a Project schedule that is used to communicate milestones with the Project team, CRRMA, and TxDOT. The Project schedule will be developed based upon a January 2013 letting.

- **Production of Design**

The GEC will deliver the following design submittals to TxDOT:

- 30% preliminary plan review consisting of:
 - Roadway geometry (alignment and profile), and superelevation information for each roadway
 - Typical sections showing existing and proposed horizontal dimensions, cross slopes, location of profile grade line, pavement structure and composition, earthen slopes, right of way lines

- Bridge layouts
- Drainage plans (90% submittal by TxDOT consultant and reviewed by GEC project team)
- Any special specifications identified
- Any exceptions identified
- Preliminary cost estimate
- OTS working/progress set of plans for District design oversight (over the shoulder review/non hold point)
- District Design Review (DDR) immediately preceding 100% submittal.
 - Set of plans for District review. Updated cost estimate, general notes and a list of special specifications. Comments to be addressed prior to 100% submittal
- 100% final plan review consisting of:
 - seven copies of the final set of plans, specifications, and engineer's estimate (PS&E)
 - revisions to the preliminary design submission previously approved by the TxDOT summarized or highlighted
 - signed and sealed statement certifying plans and specifications as part of final submittal.
- **Design Quality Control / Design Quality Assurance**
The GEC team will develop the design using a quality program made up of:
 - Design Quality Control (DQC)
The actions of the design team in examining, verifying, and checking design elements and calculations to determine the correctness and accuracy of the design.
 - Design Quality Assurance (DQA)
Independent reviews performed by the design team utilizing personnel independent from the original design.

B. GEOTECHNICAL

The GEC will obtain additional geotechnical borings on project parcels to be acquired by TxDOT and adjacent to the Paisano cantilever bridge, east of the Yandell Street structure. The geotechnical data will be compiled and incorporated into the project geotechnical report which will include the borings, material analysis, and foundation recommendations for bridges, retaining walls, high mast lighting, and any overhead/large sign structures. Geotechnical data will be provided on the structures P&P sheets.

C. SURVEY

Survey data acquisition is covered under WA #13. In summary the GEC will utilize, to the extent possible, project control points, low level flight data and limited field survey data provided by TxDOT for the design of the Project. The GEC will not resurvey the entire project area but will augment the existing survey in critical areas to verify data or obtain information on Project elements that were not surveyed or were constructed after the existing field data was obtained. Data will be obtained on the parking garage area adjacent to Schuster Street and the two (2) existing cantilever bridges that were recently identified on Paisano Drive east of Yandell Street. The GEC will also obtain additional survey information east and west of the Project, along IH 10 & Paisano Drive, to facilitate traffic control design. The GEC will verify inlet and stormsewer invert and outfall elevations proposed by TxDOT in their drainage design.

The GEC will provide:

- Survey Control Sheets
- Supplemental Project topography
- Digital terrain model (DTM) of the area surveyed
- Triangulated irregular network (TIN) file.

D. UTILITY DESIGN, SUE AND COORDINATION

The GEC will review the existing utility information provided by TxDOT for the Project schematic design, continue coordination with the utility companies to verify facility location and any potential conflicts identified during design. The GEC will incorporate this utility information into the roadway plans. The GEC utility design responsibility on the Project will be limited to the possible relocation of existing air relief valves on the 36" waterline, a 200' section of 10" sanitary line and manhole and a 200' section of 15" sanitary line and 2 manholes. The GEC will not be responsible for utility agreements.

The GEC will provide:

- Proposed utility line alignment
- Basic plan and profile sheets
- Miscellaneous details
- Demolition/Removal plans
- Construction phasing to minimize utility line downtime
- Use of Special Specifications 5878
- PSB Approved plans
- Utility Assemblies including TxDOT's utility agreements
- Preliminary quantities and cost estimate

E. ROADWAY DESIGN

The GEC will provide:

- Verification that proposed schematic design works geometrically within proposed ROW
- Project plan sheets (title, index, project layout, etc)
- Existing and proposed typical sections
- Horizontal geometry, alignment and superelevation data
- Demolition plans
- Roadway, including round-about, plans and profile
- Access road redesign to cul-de-sac
- Round-about details
- Driveway details
- Intersection details
- Miscellaneous details
- Standards.

F. DRAINAGE DESIGN

TxDOT will provide the hydraulic report and 90% complete drainage plans. The GEC will verify TxDOT's proposed drainage design and work with TxDOT to address any design changes necessary to progress the design to 100% completion. The GEC will coordinate with the City of El Paso, UTEP and the IBWC on drainage design to ensure that all potential impacts are addressed. The GEC will provide:

- Drainage area maps

- Storm drain plan and profile sheets
- Culvert plan and profile sheets
- Runoff, inlet, stormsewer, culvert, and ditch calculations
- Miscellaneous detail sheets
- Drainage standards
- Retention pond analysis, if necessary based on TxDOT's hydraulic impact analysis
- Storm water pollution prevention plan, SW3P, sheets
- SW3P narrative and EPIC sheets
- SW3P standards
- Sealed and signed drainage design sheets

G. STRUCTURAL DESIGN

TxDOT will provide preliminary railroad exhibits and the GEC will finalize based on proposed bridge design. The GEC will provide support but TxDOT will take the lead in coordination with the railroad for ROE and exhibit approvals. The GEC will provide:

- Bridge layouts (SPUR 1966 and Paisano)
- Railroad exhibits
- Final design calculations and details
- Abutment details, interior bent details, framing plans, and a slab plan
- Widened deck detail to accommodate traffic signal control cabinet
- Detailed bent design to accommodate traffic signals
- Drainage inlet details
- Miscellaneous details
- Soil boring logs
- Standards
- Pedestrian tunnel layouts and sections
- Pedestrian tunnel details (walls, floor and ceiling design)
- Pedestrian tunnel internal round-about wall details
- Pedestrian tunnel ramp access with retaining walls layouts and details
- Pedestrian bridge from the elevated SPUR to the existing sidewalk on Sun Bowl Drive (W Main) leading to Sunset Heights
- Aesthetics to match details currently being developed for the Border Highway West Project.

H. RETAINING WALL DESIGN

The GEC will provide:

- Retaining wall layouts, along Schuster, SPUR and Paisano
- Retaining wall plan and profiles
- Retaining wall details
- Retaining wall types
- Retaining wall detail at abutments
- Railing type
- Standards
- Aesthetics to match details currently being developed for the Border Highway West Project.

I. SIGNING AND PAVEMENT MARKINGS

The GEC will provide:

- Signing and pavement markings layouts

- Overhead sign structures elevations & foundations
- Large sign detail sheets
- Large sign summary sheets
- Small sign summary sheets
- Standards.

J. TRAFFIC CONTROL PLAN

The GEC will provide:

- Preliminary construction sequencing concept plan including potential phased bridge construction
- TCP overview plans
- Advanced warning sign layouts
- Traffic control typical sections for each stage
- Detailed traffic control plan sheets including temporary drainage for IH10 & Paisano
- Detailed sequence of construction and narrative by phase and step IH10 & Paisano
- Detailed phased demolition plan and narrative for the Yandell Street structures
- Detour layout sheets
- Temporary signal layouts at Ruhlen Court
- The GEC will attend a safety review meeting to present proposed traffic handling scheme to TxDOT's safety review committee.

K. ILLUMINATION, TRAFFIC SIGNALS AND ITS

There will be new traffic signals on the elevated "T" intersection of the SPUR and Paisano. The GEC will provide the:

- Lighting analysis & design for highmast lighting in the UTEP parking lot and at SPUR/Paisano intersection.
- Conventional lighting design along at-grade Paisano Drive (continuation of existing)
- Conventional lighting design for at-grade SPUR
- Conventional lighting design for at-grade Schuster
- Lighting layout plans based on high mast lighting, conventional lighting along Paisano, SPUR (at-grade) & Schuster and underpass lighting
- Pedestrian tunnel lighting design
- Pedestrian ramp lighting design (SPUR to Sunset Heights)
- Relocation of existing lighting along the railroad tracks
- Circuit layouts
- Voltage drop calculations
- Pole elevations
- Traffic Signal Plans (proposed layouts)
- Traffic signal circuit diagrams & phasing
- Proposed ITS layout, (if ITS is required)
- Coordination with the utility companies for identification of power sources
- Identify potential utility conflicts and resolve with utility company
- Standards.

L. QUANTITY SUMMARY

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

- traffic control (per phase)
- earthwork

- roadway
- bridges
- retaining walls
- removals
- pavement markings
- small/large signs
- illumination
- ITS
- Stormwater Pollution Prevention, SW3P
- drainage related items including inlets, manholes, and storm drain pipes.

M. STANDARDS, SPECIFICATIONS AND ESTIMATE

The GEC will:

- Revise and sign and seal any TxDOT standards that require modification for the Project
- Identify all other relevant TxDOT standards for the Project
- Provide non-standard details required for the Project
- Prepare a tabulation of all applicable specifications, special specifications and special provisions.
- Prepare and provide project general notes
- Prepare project cost estimate.

N. AESTHETICS

The GEC will:

- Review proposed Border Highway West Aesthetics package
- Attend a neighborhood meeting for SPUR aesthetics to be held by TxDOT
- Coordinate, as a follow-up to TxDOT coordination, with local civic groups, UTEP, City of El Paso and other stake holders on Project aesthetics
- Develop aesthetics package for Project based on meetings and proposed BHW aesthetics package and incorporate into Project plans
- Develop landscape plans which shows replacement of existing landscaping in the UTEP parking garage area removed during construction of the project.

O. GEC OVERSIGHT

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

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

P. PROJECT MANAGEMENT AND ADMINISTRATION

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

2. TASK 2 CONSTRUCTION PHASE SERVICES

The GEC will perform the following services during the construction phase of the Project:

- Review and approval of all shop drawings and technical documents provided by the suppliers of construction elements for compliance with design plans and specifications.
- Continued utility coordination through the completion of utility relocations.
- To the extent permitted by any remaining available budget, review change orders that occur during construction phase, noting that the intent is for the TxDOT-El Paso District to design any change orders and have the GEC, as the original designer, review them.

3. LIST OF ASSUMPTIONS

A. Existing Facility

The GEC Project design will utilize the as-built plans, low level flight, and survey data provided by TxDOT for the Project.

B. Government Agency Coordination

It is assumed that the scope of design is covered by the pending approval environmental document and associated permits for Border Highway West/SPUR 1966. This work authorization does not include any adjustments to the environmental document. Any FHWA coordination will be through TxDOT. The scope includes coordination of detours affecting city streets with the City of El Paso; coordination of all storm water run-off with the City of El Paso and EPWU; coordination with the IBWC for runoff impacting the Rio Grande and coordination with the PSB for water and sanitary system relocations.

C. Services Provided by Others

This work authorization assumes the following activities will be provided by others or have already occurred:

- Development of the existing schematic
- All pavement designs, including temporary pavements
- Setting of project control
- ROW acquisition
- ROW mapping revisions/updates necessitated by design
- Utility design, except for the potential section of waterline and sanitary sewer addressed in sub part 1.D. above
- Utility Agreements
- Railroad agreements
- Any and all environmental inspection and or hazardous material mitigation.

D. Services During Construction

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

- Construction letting
- Construction engineering and inspection services

- Materials acceptance testing
- Utility relocations.

E. Staff Labor and Overhead Rates

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

[END OF EXHIBIT]

FEE ESTIMATE SUMMARY

Work Authorization No. 13.1

<u>TASK</u>	<u>TOTAL</u>
Task 1 -Design Phase Services	\$ 2,275,466
Task 2 -Construction Phase Services	\$ 225,164
TOTAL	\$ 2,500,630

Task 1 -Design Phase Services

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
	(Estimated Average Labor Rates)						
	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
A Production Management and Quality Control	271	178	210	153	55	72	939
B Geotechnical					92	8	100
C Survey							0
D Utility Coordination	71	49	414	373	1138	3	373
E Roadway Design	35	4	31	598	272		2273
F Drainage Design	614	221	1403	237	2496	440	579
G Structural Design	29	30	131	2783	299	55	7957
H Retaining Wall Design	40	40	52	152	412		1000
I Signing & Pavement Marking	247		231	228	276	34	656
J Traffic Control Plan			396	245	221		1016
K Illumination & ITS	165		64	12	74		1027
L Quantity Summary	17						167
M Standards, Specifications and Estimate	31	16	61	67	69	57	301
N Aesthetics	56		62	76	41		235
O Oversight Reviews	120	120					240
P Project Management & Administration	100	100		80	80	80	440

TOTAL DIRECT LABOR	1796	718	3055	5303	5682	749	17303
	% Total by Classification						
	10.38%	4.15%	17.66%	30.65%	32.84%	4.33%	
Labor Costs	\$ 147,272	\$ 44,485	\$ 158,860	\$ 217,423	\$ 176,142	\$ 15,733	\$ 759,915
Overhead Costs	1.6225 \$ 238,949	\$ 72,177	\$ 257,750	\$ 352,769	\$ 285,790	\$ 25,527	\$ 1,232,963
Profit	12.0% \$ 46,346	\$ 13,999	\$ 49,993	\$ 68,423	\$ 55,432	\$ 4,951	\$ 239,145
Total Loaded Labor	\$ 432,567	\$ 130,661	\$ 466,604	\$ 638,615	\$ 517,364	\$ 46,212	\$ 2,232,024

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

Plotting and Reproduction	\$ 9,182
Mail and Deliveries	\$ 1,786
Misc Expenses	\$ -
Travel and Field Expenses	\$ 14,577
Geotechnical services	\$ 17,897
Total Direct Expenses	\$ 43,442

1.91%

Total \$ 2,275,466

Task 2 -Construction Phase Services

	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 82.00	\$ 62.00	\$ 52.00	\$ 41.00	\$ 31.00	\$ 21.00	HRS
209	209	220	453	358	159		1400
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0

TASK / WORK DESCRIPTION

Task.2 -Construction Phase Services

	209	220	453	358	159	0	1400
TOTAL DIRECT LABOR							
	14.95%	15.71%	32.37%	25.58%	11.38%	0.00%	
<i>% Total by Classification</i>							
Labor Costs	\$ 17,168	\$ 13,640	\$ 23,571	\$ 14,684	\$ 4,941	\$ -	\$ 74,004
Overhead Costs	\$ 27,855	\$ 22,131	\$ 38,244	\$ 23,825	\$ 8,016	\$ -	\$ 120,071
Profit	\$ 5,403	\$ 4,293	\$ 7,418	\$ 4,621	\$ 1,555	\$ -	\$ 23,289
Total Loaded Labor	\$ 50,426	\$ 40,063	\$ 69,233	\$ 43,130	\$ 14,512	\$ -	\$217,364

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

Plotting and Reproduction	\$ 2,000
Mail and Deliveries	\$ 1,400
Misc Expenses	
Travel and Field Expenses	\$ 4,400
Total Direct Expenses	\$ 7,800
	3.46%

Total \$ 225,164

EXHIBIT C
Atkins Work Authorization No. 13.1

Invoice Reimbursement Checklist

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

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

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

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

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

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

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

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

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

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

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

[END OF EXHIBIT]