

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

**WHEREAS**, pursuant to an agreement with the Texas Department of Transportation (TxDOT), the Camino Real Regional Mobility Authority (the CRRMA) has selected an engineering firm (Engineer) to prepare the environmental documents and preliminary engineering services necessary for the development of the Americas Managed Lanes Project;

**WHEREAS**, TxDOT has now requested that the preliminary engineering and environmental services to be provided by the CRRMA be expanded to include frontage roads and braided ramps along the Americas section of Loop 375; and

**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 expanded environmental and preliminary engineering services for 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. 16.1** with Atkins North America, Inc., 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 Americas section of Loop 375; provided that such work authorization shall not take effect until the Executive Director issues a Notice to Proceed.

**PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF APRIL 2017.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Susan A. Melendez, Chair

\_\_\_\_\_  
Joe R. Fernandez, Board Secretary

**APPROVED AS TO CONTENT:**

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

## **WORK AUTHORIZATION NO. 16.1**

This **Work Authorization No. 16.1** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 24, 2015 (the “Agreement”), between the Camino Real Regional Mobility Authority (“Authority”) and Atkins North America, Inc. (“GEC”). This **Work Authorization No. 16.1** is made for the purposes identified below, consistent with the services defined in the Agreement.

The Authority and the GEC entered into **Work Authorization No. 16** on April 4, 2013 for the GEC to provide management and oversight services required for the preparation of environmental documents and preliminary engineering services for the Loop 375 Managed Lanes Project in El Paso, Texas. These requested services are more fully enumerated within the exhibits to **Work Authorization No. 16**. However, such services were requested only for environmental and schematic design for managed lanes. The Texas Department of Transportation has now requested that the CRRMA provide environmental and preliminary engineering services for the development of frontage roads and braided ramps for this same project. Accordingly, this **Work Authorization No. 16.1** intends to supplement the prior Work Authorization by extending the services and associated compensation available to the GEC for management and oversight of the expanded scope referenced above. The terms and additional compensation are each more fully enumerated within this **Work Authorization No. 16.1**.

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”** to **Work Authorization No. 16.1**, which is 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. 16.1**, the Authority shall pay to the GEC an amount not to exceed FORTY TWO THOUSAND ONE HUNDRED FIFTY EIGHT AND 43/100 DOLLARS (\$42,158.43), based on the Fee Estimate Summary, which is attached hereto for all purposes as **EXHIBIT “B”**, dated April 12, 2017. 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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.

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

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

**CAMINO REAL RMA (the “Authority”)****EXHIBIT A****WORK AUTHORIZATION NO. 16.1****ATKINS (the “GEC”)****SERVICES TO BE PROVIDED BY THE GEC****INTRODUCTION**

The scope of **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 (Services) for the proposed Loop 375 - Americas Managed Lanes Project in El Paso, Texas, commonly referred to as the Americas Managed Lanes. The CRRMA has subsequently directed an engineering firm to complete the Services for additional scope added to the Americas Managed Lanes Project, including frontage roads and braided ramps. The tasks enumerated herein shall supplement those requested of the GEC pursuant to **Work Authorization No. 16** and shall cover oversight of the Services for the additional scope added to the Americas Managed Lanes.

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC.

**TASK 1 PROJECT MANAGEMENT**

The GEC will provide staff to administer, manage, review and coordinate development of the Project. This staff will represent the CRRMA’s interest as defined in the PDA. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

**A. Administration**

- Review and report on the Engineer’s submittals of records and reports including:
  - DBE compliance and/or other reports and records 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.

**B. Project Coordination**

- Work with CRRMA, TxDOT, Engineer, third party consultants, utility companies, public agencies, and the general public 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.

**C. Program 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 CRRMA 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 report on contracts and budgets for the GEC and sub consultants.
- Track, monitor, and prepare reports on DBE/HUB utilization for Engineer's DBE/HUB program

**D. Project Schedule**

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor, and verify, the Engineer's schedule (baseline and updates)
- Report and verify the Engineer's progress and upcoming milestones on a monthly basis to CRRMA
- Identify, catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and report recommendations to CRRMA

**E. Change Order Processing & Management**

- Provide review of potential change orders on the Project and process in accordance with the Agreement between the CRRMA and the Engineer and coordinate with external agencies as required
- Review change order cost estimates prepared by the Engineer
- Maintain log and retain all documents associated with potential change orders

**F. Project Meetings & Documentation**

The GEC will facilitate the following Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Progress Meetings (Weekly)
- Issue Resolution Meetings (As Needed)

**G. Document Controls**

- Develop and implement a document control plan
- Maintain Project files for the duration of the Project
- Transfer program files to CRRMA upon completion of the work or as directed by the CRRMA

**TASK 2 MANAGEMENT OF ENVIRONMENTAL DOCUMENTS PREPERATION**

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.** Direct, 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
- Mitigation strategies and plans
- Public Involvement Program
- Technical support data file and administrative record

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

### **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 CRRMA 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, CRRMA, 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 CRRMA, 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
- 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
- Technical memorandums on drainage analysis, bridge concepts, lighting, ITS assessment, and aesthetics

Other design reviews may include:

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

**2. LIST OF ASSUMPTIONS****A. Services Provided by Others**

This work authorization assumes the following activities will be provided by others, have 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
- 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

CSJ 2552-03- 049 & 058 MANAGED LANES AND BRAIDED RAMPS LP375

4/12/2017

### EXHIBIT B Work Authorization No.16.1

<u>TASK</u>	<u>TOTAL</u>
TASK 1 PROJECT MANAGEMENT	\$ 32,099.32
TASK 2 MANAGEMENT OF ENVIRONMENTAL DOCUMENTS PREPARATION	\$ 5,325.41
TASK 3 MANAGEMENT OF PRELIMINARY ENGINEERING SERVICES	\$ 4,733.70
<b>TOTAL</b>	<b>\$ 42,158.43</b>



	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0		
Month	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Sum	Total Dollars
										Hrs.	

**TASK 1 PROJECT MANAGEMENT**

**a. Administration**

Project Supervision	4	4	4	4	4	4	4	4	4	4	36	\$10,631.42
											<b>Sub-Total</b>	<b>\$10,631.42</b>

**b.Coordination**

Project Supervision	4	4	4	4	4	4	4	4	4	2	34	\$10,059.11
											<b>Sub-Total</b>	<b>\$10,059.11</b>

**c. Project Meetings**

Project Supervision	2	2	2	2	2	2	2	2	2	2	18	\$5,325.41
											<b>Sub-Total</b>	<b>\$5,325.41</b>

**e. Document Control**

Document control	10	10	10	10	10	10	10	10	10	8	88	\$6,083.38
											<b>Sub-Total</b>	<b>\$6,083.38</b>

**Total Task 1      \$32,099.32**

**TASK 2 MANAGEMENT OF ENVIRONMENTAL DOCUMENTS PREPARATION**

**a. Project Coordination/Administration**

Project Supervision	2	2	2	2	2	2	2	2	2	2	18	\$5,325.41
											<b>Total</b>	<b>\$5,325.41</b>

**TASK 3 MANAGEMENT OF PRELIMINARY ENGINEERING SERVICES**

Project Supervision	2	2	2	2	2	2	2	2	2	0	16	\$4,733.70
											<b>Total</b>	<b>\$4,733.70</b>

**Other Direct Costs**

Mileage/parking/mis	0	0	0	0	0	0	0	0	0		0	\$0.00
Travel	0	0	0								0	\$0.00
											<b>Sub-Total</b>	<b>\$0.00</b>

<b>Total All Items</b>											<b>\$42,158.43</b>
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**EXHIBIT C**  
**ATKINS WORK AUTHORIZATION NO. 16.1**

**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]**