

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) previously selected Atkins North America, Inc. as a general engineering consultant (GEC) to the CRRMA for the provision of various engineering and other consultant services to the CRRMA on an as-needed basis; and

WHEREAS, the CRRMA and its GEC entered into Work Authorization No. 20 dated December 11, 2013, by which the GEC was to provide the CRRMA with various toll operation and maintenance services through 2014; and

WHEREAS, the CRRMA and its GEC entered into subsequent work authorizations to extend the provision of such toll operation and maintenance services through CRRMA's fiscal year 2017, but additional funds are necessary for the GEC to continue to provide such services while also providing support to the CRRMA as it explores options to remove tolling from the César Chávez Express Toll Lanes.

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

THAT the Executive Director be authorized to execute **Work Authorization No. 20.3** with Atkins North America, Inc., including any additional documents or materials as may be required, for toll operations and maintenance support through Fiscal Year 2017.

PASSED AND APPROVED THIS 12TH 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. 20.3

This **Work Authorization No. 20.3** 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. 20.3** 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. 20** on December 11, 2013 and subsequently amended such agreement with **Work Authorizations No. 20.1 and 20.2**, the latter which was further extended through an amendment. Through such work authorizations, the GEC was to provide general engineering and related services from the GEC to the Authority as they relate to certain toll operation and maintenance services associated with the Authority’s toll facilities. The requested services include operations oversight, maintenance oversight, customer service, public involvement, violation enforcement and general project management duties; each of which is more fully enumerated within the exhibits to **Work Authorization No. 20**. However, the CRRMA has begun exploring options available to remove tolling from the César Chávez Express Toll Lanes and requires support from the GEC that was not originally contemplated. Accordingly, this **Work Authorization No. 20.3** intends to supplement the prior Work Authorizations by providing additional resources for the continuation of the operations and maintenance services while also providing support for the exploration of toll removal through the calendar year 2017. The extended terms and additional compensation are each more fully enumerated within this **Work Authorization No. 20.3**.

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. 20**, which is incorporated herein for all purposes.

Section B. - Schedule

The GEC shall continue the performance of any services required by **EXHIBIT “A”** to **Work Authorization No. 20** through the calendar year 2017.

Section C. - Compensation

In return for the performance of the obligations identified within this **Work Authorization No. 20.3**, the Authority shall pay to the GEC an amount not to exceed TWO HUNDRED NINETY NINE THOUSAND SIX HUNDRED EIGHTY THREE AND 28/100 DOLLARS (\$299,683.28), 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.

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: _____

FEE ESTIMATE SUMMARY**Work Authorization No. 20.3****April 12,2017**

| <u>TASK</u> | <u>TOTAL</u> |
|--|----------------------|
| TASK 1 – Toll Operations Oversight | \$ 72,387.60 |
| TASK 2 – Facility Maintenance Oversight | \$ 16,812.68 |
| TASK 3 – Customer Service | \$ 62,959.00 |
| TASK 4 – Public Involvement | \$ 54,881.00 |
| TASK 5 – Violation Enforcement and Court Process | \$ 51,231.00 |
| TASK 6 – Program Management and Administrative Support | \$ 16,912.00 |
| Other Direct Costs | \$ 24,500.00 |
| TOTAL | \$ 299,683.28 |

| | Est. | Est. | Est. | Est. | Est. | Est. | Est. | Est. | Est. | Est. | | |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------|---------------|
| Month | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Sum | Total Dollars |
| | | | | | | | | | | | Hrs. | |

TASK 1 – Toll Operations Oversight

| | | | | | | | | | | | | |
|----------------------|----|----|----|----|----|----|----|----|----|----|------------------|--------------------|
| Sr. Toll Analyst II | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 400 | \$56,856.03 |
| Sr. Toll Analyst III | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 80 | \$15,531.57 |
| | | | | | | | | | | | Sub-Total | \$72,387.60 |

TASK 2 – Facility Maintenance Oversight

| | | | | | | | | | | | | |
|----------------------------|---|---|---|---|---|---|---|---|---|---|------------------|--------------------|
| Sr. Project Director | 4 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 4 | 16 | \$4,659.24 |
| Contracts Administrator II | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 80 | \$12,153.44 |
| | | | | | | | | | | | Sub-Total | \$16,812.68 |

TASK 3 – Customer Service

| | | | | | | | | | | | | |
|---------------------|----|----|----|----|----|----|----|----|----|----|------------------|--------------------|
| Sr. Toll Analyst II | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 400 | \$56,856.00 |
| Clerical | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 90 | \$6,103.00 |
| | | | | | | | | | | | Sub-Total | \$62,959.00 |

TASK 4 – Public Involvement

| | | | | | | | | | | | | |
|-----------------------------|----|----|----|----|----|----|----|----|----|----|------------------|--------------------|
| Sr. Toll Analyst II | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 240 | \$34,114.00 |
| Sr. Public Info. Specialist | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 160 | \$20,767.00 |
| | | | | | | | | | | | Sub-Total | \$54,881.00 |

TASK 5 – Violation Enforcement and Court Process

| | | | | | | | | | | | | |
|----------------------------|----|----|----|----|----|----|----|----|----|----|------------------|--------------------|
| Sr. Project Director | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 40 | \$11,648.00 |
| Sr. Toll Analyst II | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 240 | \$34,114.00 |
| Contracts Administrator II | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 0 | 36 | \$5,469.00 |
| | | | | | | | | | | | Sub-Total | \$51,231.00 |

TASK 6 – Program Management and Administrative Support

| | | | | | | | | | | | | |
|----------------------|---|---|---|---|---|---|---|---|---|---|------------------|--------------------|
| Sr. Project Director | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 50 | \$14,560.00 |
| Clerical | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 30 | \$2,352.00 |
| | | | | | | | | | | | Sub-Total | \$16,912.00 |

Other Direct Costs

| | | | | | | | | | | | | |
|----------------------|---|---|---|---|---|---|---|---|---|---|------------------|--------------------|
| Mileage/parking/misc | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 10 | \$500.00 |
| Website redesign | | | | | | | | | | | 1 | \$0.00 |
| Website maintenance | | | | | | | | | | | 1 | \$20,000.00 |
| Travel | 1 | | 1 | | 1 | | | 1 | | | 4 | \$4,000.00 |
| | | | | | | | | | | | Sub-Total | \$24,500.00 |

| | | | | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|--|--|---------------------|
| Total All Items | | | | | | | | | | | | \$299,683.28 |
|------------------------|--|--|--|--|--|--|--|--|--|--|--|---------------------|

EXHIBIT C
ATKINS WORK AUTHORIZATION NO. 20.3

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: Authority 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 Authority’s request or change in meeting because of Authority.

Personal Automobile Mileage: Up to the state approved rate of **57.5 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 **\$92.00 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 **\$46.00 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 \$12.00 and Dinner \$26.00 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 Authority. 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]