

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the City of El Paso (the City) and the URS Corporation (URS) entered into an agreement dated May 15, 2012 and a subsequent amendment dated September 11, 2012 (collectively referred to herein as the Streetcar Agreements) for the design and development of the El Paso Streetcar Project;

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA), City and URS have executed an Assignment of Agreement for Professional Services on August 13, 2014 (the Assignment Agreement), which assigned the City's rights, duties and obligations from the Streetcar Agreements to the CRRMA and also provided the CRRMA with up to \$124,659.00 of City funds for the CRRMA's use in progressing the Streetcar Project;

WHEREAS, the CRRMA and URS desire to continue progressing the Streetcar Project, while the CRRMA works towards securing the project's anticipated construction funds from the Texas Department of Transportation through the completion of various additional tasks identified as the "Interim Scope" between the parties;

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

THAT the CRRMA's Executive Director is authorized to execute a First Amendment of an Assigned Agreement for Professional Services with the URS Corporation, as it relates to the development of the "Interim Scope" for the El Paso Streetcar Project.

PASSED AND APPROVED THIS 13TH DAY OF AUGUST, 2014.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Scott McLaughlin, Chair

ATTEST:

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT OF
AN ASSIGNED AGREEMENT FOR
PROFESSIONAL SERVICES**

This Amendment in made this **13th day of August, 2014** by and between the **CAMINO REAL REGIONAL MOBILITY AUTHORITY (CRRMA)**, a regional mobility authority and political subdivision of the State of Texas, and the **URS CORPORATION (URS)**, a Nevada corporation.

WHEREAS, the City of El Paso (the City) and URS entered into an agreement dated May 15, 2012 and a subsequent amendment dated September 11, 2012 (collectively referred to herein as the Streetcar Agreements) for the design and development of the El Paso Streetcar Project;

WHEREAS, the CRRMA, City and URS have executed an Assignment of Agreement for Professional Services on August 13, 2014 (the Assignment Agreement), which assigned the City's rights, duties and obligations from the Streetcar Agreements to the CRRMA and also provided the CRRMA with up to \$124,659.00 of City funds for the CRRMA's use in progressing the Streetcar Project;

WHEREAS, the CRRMA and URS desire to continue progressing the Streetcar Project, while the CRRMA works towards securing the construction funds from the Texas Department of Transportation through the completion of additional tasks more fully defined in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRRMA and URS hereby agree as follows:

1. **Scope of Services.** The CRRMA authorizes URS to perform the Services described within **ATTACHMENT A** to this Amendment, which shall be hereinafter referred to as the "Interim Scope" for the Streetcar Project.
2. **Payments to URS.** In exchange for the services identified in the Interim Scope, payments to URS shall be made pursuant to the schedule enumerated within **ATTACHMENT B** of this Amendment. Payments for such services shall not exceed ONE HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$124,659.00).
3. **Time of Completion.** The Interim Scope contemplate within this Amendment shall be completed within eighty (80) consecutive calendar days from CRRMA's written notice to proceed.

4. **Notices.** The addresses to which notices and payments due hereunder shall be directed shall be as follows, unless and until either party is otherwise notified in writing by the other party of any change:

CRRMA
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: Executive Director

URS
9400 Amberglen Boulevard
Austin, Texas 78729
Attn: Jim Etherton

5. **Terms and Conditions.** All remaining terms and conditions of the Streetcar Agreements as assigned by the Assignment Agreement, except as herein revised, shall remain in full force and effect; provided, however, that the provisions of this Amendment shall control in the event of any conflicts with the Streetcar Agreements or Assignment Agreement.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Raymond L. Telles
Executive Director

URS CORPORATION

By: _____
Title: _____



Attachment A – Scope of Work
Sun Metro Streetcar Project
Interim Preconstruction Phase Services

The Scope of Work describes the interim work required by the Consultant in connection with the transfer of the Agreement for Professional Services (the “Agreement”) from the City to the Camino Real Regional Mobility Authority.

1. Initial Implementation Plans: Operations & Maintenance (O&M), Performance Testing, Systems Integration, Safety/Security, and Start-up Plan Documents

The purpose of the draft deliverable documents is to form an initial plan that will be finalized at a later stage by the Rail Activation Committee (RAC).

1.1. Develop Initial Documents

- 1.1.1.** Review nationwide O&M, Performance Testing, system integration testing, Safety/Security, & Start-up protocols
- 1.1.2.** Identify elements applicable to Sun Metro Streetcar project
- 1.1.3.** Define the RAC, RAC responsibilities, potential members, and requirements necessary to accomplish RAC goals.

1.2. Industry Review Preparation

The intent of this effort is to be prepared for advertisement of the Industry Review of the initial procurement documents when the project funding is transferred to the CRRMA and the URS team receives notice to proceed on the full preconstruction activities scope of services. Not included in this effort are final preparations which will take place after the notice proceed when the Industry Review date is set and advertisement is commenced.

- 1.2.1.** Assemble initial procurement documents; including: 1) the latest vehicle and construction plans and specifications most recently submitted to CoEP in June 2013 and updated in February 2014, 2) the initial Implementation Plans as described herein, and 3) the exhibit of recommended contractor staging/lay-down sites described herein.
- 1.2.2.** Prepare preliminary agenda for Industry Review activities
- 1.2.3.** Coordinate preliminary logistical details for hosting Industry Review activities. Includes discussion of Industry Review preparations during regular project management meetings and execution of action items related to securing meeting space, audio-visual equipment, catering, etc.

1.3. Formalize Contractor Staging/Lay-Down Site Identification

During the original final design effort (“Phase 2” services) a brief effort was conducted to identify City-owned land that would be appropriate for contractor staging and lay-down during construction. Sites were specifically identified that would satisfy the needs for activities related to rail and trackwork installation. These sites will be revisited and their feasibility confirmed, and a new effort coordinated to determine what other sites may be feasible. The intent of this effort is to identify contractor staging/lay-down sites for review during the upcoming Industry Review of preliminary procurement documents.

- 1.3.1.** Review identified sites for feasibility and identify any new sites
- 1.3.2.** Discuss sites with CRRMA to confirm approach to site identification for inclusion in Industry Review materials. It is assumed that this discussion will take place during a regular project management coordination meeting
- 1.3.3.** Prepare one (1) 11x17 exhibit portraying the identified sites for inclusion in Industry Review materials

1.4. Attend & Document Meetings

A member of the project management team in addition to up to one team member from the Consultant will attend regular team meetings. Agendas and minutes shall be prepared. The purpose of these meetings is to coordinate activities among team members and identify issues and courses of action needed to resolve those issues. This scope includes up to four (4) project management meetings for the duration of the authorization. The project manager and/or local deputy project manager or other team representative from the Consultant will attend local stakeholder and other project coordination meetings with the Project Partners to coordinate activities. This scope includes two (2) other project coordination meetings attended by two (2) staff members.

1.5. Project Supervision

The project manager shall provide supervision and administration to support the progress of the project for up to 2 months from Notice to Proceed into the pre-procurement phase before construction as limited in this Scope of Work. The Consultant will prepare and submit monthly invoices and progress reports. Provide Detail Check and Independent Technical Reviews of the deliverables per URS Quality Management System

1.6. Utility Coordination related to Initial plan preparation

- 1.6.1.** Prepare agendas for utility meetings
- 1.6.2.** Plan/Attend/Conduct up to 3 joint utility meetings

2. Cost Estimate Update

2.1. Revise Cost Estimate

- 2.1.1.** Review bid prices utilized in June 2013 cost estimate. Update as needed to reflect current conditions
- 2.1.2.** Review and update escalation methodology
- 2.1.3.** Recommend bid alternates based on overall budget
- 2.1.4.** Identify impacts based on vehicle types (refurbished vs. replica)
- 2.1.5.** Review contingency items

3. Supplemental Underground Investigation

This scope of work includes preliminary specific investigation of non-utility related underground infrastructure, basements, building foundations, etc. that may project below and conflict the proposed track slab or other improvements (such as OCS pole foundations). This effort includes the initial coordination necessary to identify potential underground feature locations. Neither field confirmation of the potential locations for inclusion in an update to the 100% construction documents nor the actual update to the construction documents is included in this effort.

- 3.1.** Compile contact list of adjacent properties with potentially impacted underground features/facilities
- 3.2.** Conduct one-on-one communications with property owners

4. Load-Flow Analysis Update

The traction power system, consisting of the overhead contact system (OCS) wire supplied by a network of traction power substations (TPSSs), require a “load-flow study” to be performed which models the demands of the streetcar vehicle and its motors relative to the track alignment and route (grades, stops, intersections, and other locations where acceleration/deceleration is anticipated). The existing load-flow study will need to be rerun to determine if additional changes will be needed at the TPSS locations to accommodate a different type of vehicle, specifically a replica heritage vehicle which is likely to be heavier than the refurbished PCC cars currently specified.

- 4.1.** Using the existing load flow model, revise the vehicle type to represent a replica heritage streetcar vehicle and analyze the traction power system to determine if any changes are necessary to the system. Any changes to the traction power system design (TPSS or OCS) are not included in this effort.

Deliverables:

- **Operations and Maintenance Plan initial document**
- **Performance Testing Initial document**
- **Systems integration testing initial document**
- **Safety & Security Plan initial document**
- **Start-up & Testing Initial Plan initial document**
- **Revised Cost Estimate and Summary Memo**
- **Supplemental underground investigation contact list and communications matrix and compilation of any data received or collected**
- **Contractor staging/lay-down site identification exhibit**
- **Preliminary Industry Review agenda**
- **Preliminary Industry Review meeting preparations**
- **Results of revised load-flow analysis of traction power system**

In the event of any conflict between this Attachment A, and any other attachment or exhibit to the Agreement, this Attachment A shall control. The contract scope of work does not include investigation of the extent and character of any potential soil or water contamination on any properties, any asbestos investigations, environmental site assessments, or other environmental engineering services. This contract scope of work includes some of the pre-procurement services to begin preparing for the award of the construction contract.

Sun Metro Streetcar									
Pre-Procurement Services									
Attachment B - Fee Estimate		Consultant:		URS					
URS CORPORATION									
	Title:	Project Manager	Senior Engineer	Engineer	EIT	Contract Admin	Admin		
	Rate:	\$ 231	\$ 173	\$ 121	\$ 95	\$ 137	\$ 84		
								Task Hours	Task Fee
4 Load-Flow Analysis Update									
4.1. Revised load-load flow model and analyze traction power system		16	32	40	60			148	\$ 19,740
Task 3 Totals:									
Labor Hours		16	32	40	60	0	0	148	
Labor Costs		\$ 3,696	\$ 5,544	\$ 4,830	\$ 5,670	\$ -	\$ -		\$ 19,740
Total Labor Hours		81	237	291	148	2	6	765	
Total Labor Cost		\$ 18,711	\$ 41,060	\$ 35,138	\$ 13,986	\$ 273	\$ 504		\$ 109,673
Direct Costs	Quantity		Cost per						Total
Travel Costs									
Travel to El Paso (item)	10		\$ 1,499						\$ 14,986
Total									\$ -
Other Direct Costs									\$ 14,986
(item)									
Total									\$ -
Total Direct Costs									\$ -
Total									\$ 14,986
Total									\$ 124,659