

# **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 for Preliminary Engineering and Environmental Assessment services on the El Paso Streetcar Project (Project), which was subsequently amended on September 11, 2012 to allow URS to provide Pre-Final, Final Design, Bidding and Construction Phases for the Project (collectively referred to herein as the Streetcar Agreements); and

**WHEREAS**, the CRRMA, City and URS executed an Assignment of Agreement for Professional Services on August 13, 2014 (the Assignment Agreement), which assigned the City's remaining rights, duties and obligations identified within the Streetcar Agreements to the CRRMA, for the further development of the Project; and

**WHEREAS**, the CRRMA and URS entered into various amendments to the Streetcar Agreements, including a Third Amendment of an Assigned Agreement for Professional Services on December 9, 2014 (the Third Amendment) whereby URS agreed to provide certain design and other services during construction of the Project and the parties now desire to supplement such Third Amendment to add certain URS services required for the completion of the Project.

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

**THAT** the CRRMA's Executive Director is authorized to execute Supplement No. 1 to the Third Amendment of an Assigned Agreement for Professional Services with the URS Corporation, as it relates to the construction of the El Paso Streetcar Project.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF NOVEMBER 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

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**SUPPLEMENT NO. 1  
TO THE THIRD AMENDMENT OF  
AN ASSIGNED AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Supplement No. 1 to the Third Amendment of an Assigned Agreement for Professional Services (Supplement No. 1) is made this \_\_\_\_ day of \_\_\_\_\_, 2017 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, a Nevada corporation (URS)**.

**WHEREAS**, the City of El Paso (City) and URS entered into an agreement dated May 15, 2012 for Preliminary Engineering and Environmental Assessment services on the El Paso Streetcar Project (Project), which was subsequently amended on September 11, 2012 to allow URS to provide Pre-Final, Final Design, Bidding and Construction Phases for the Project (collectively referred to herein as the Streetcar Agreements); and

**WHEREAS**, the CRRMA, City and URS executed an Assignment of Agreement for Professional Services on August 13, 2014 (the Assignment Agreement), which assigned the City's remaining rights, duties and obligations identified within the Streetcar Agreements to the CRRMA, for the further development of the Project; and

**WHEREAS**, the CRRMA and URS entered into various amendments to the Streetcar Agreements, including a Third Amendment of an Assigned Agreement for Professional Services on December 9, 2014 (the Third Amendment) whereby URS agreed to provide certain design and other services during construction of the Project and the parties now desire to supplement such Third Amendment to add certain URS services as more fully enumerated within this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Supplement No. 1 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 parties hereby agree to supplement the Scope of Services to be provided by URS as originally enumerated within **ATTACHMENT A** to the Third Amendment with the additional services identified within **ATTACHMENT A-1**, which is attached hereto and incorporated herein for all purposes.
- 2. Payments to URS.** In exchange for the additional services identified in **ATTACHMENT A-1**, payments to URS may be made in accordance with the fee estimate included here as **ATTACHMENT B-1**. Payments for the additional services identified within **ATTACHMENT B-1** shall not exceed ONE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$163,140). This amount is in addition to the not to exceed amount of THREE MILLION SIX HUNDRED NINETY

FIVE THOUSAND SEVEN HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$3,695,783.00) originally identified within the Third Amendment.

- 3. Terms and Conditions.** All remaining terms and conditions of the Streetcar Agreements as assigned by the Assignment Agreement and subsequently amended by the CRRMA and URS, 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, the Assignment Agreement or any subsequent amendments.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

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

**URS CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

El Paso Street Car Project

Construction Phase Services – Supplement No. 1

November 1, 2017

### Attachment A-1 “Scope of Work”

- 1 Design services during construction in support of the Construction Manager. Refinement of service delivery to minimize total project cost, including unforeseen field changes, requests for information, services by operator, and design changes requested by other entities. All as more fully enumerated within Attachment B-1.
- 2 Management and oversight of the vehicle remanufacture contract through delivery and substantial completion of the sixth remanufactured PCC vehicle.

El Paso Street Car Project

Construction Phase Services – Supplement No. 1

November 1, 2017

Attachment B-1 “Fee Estimate”

Company	Addendum 3 Budget	Addendum 4 Budget	Proposed Budget Change	Proposed Budget Change %	Notes
URS incl travel costs	\$ 2,401,783	\$ 2,351,103	\$ (50,680)	-2.1%	Efficiencies in service delivery; changes in structure of budget; Stanton Road realignment & reduction in duration of services.
Alvidrez	\$ 85,000	\$ 95,000	\$ 10,000	11.8%	MSF modifications.
Arias	\$ 14,000	\$ 9,972	\$ (4,028)	-28.8%	Efficiencies in service delivery.
Bath	\$ 40,000	\$ 40,000	\$ -	0.0%	
Desert Elements	\$ 8,000	\$ -	\$ (8,000)	-100.0%	Services not required by Construction Manager.
Julie Erickson Gereda	\$ 2,000	\$ -	\$ (2,000)	-100.0%	Services delivered by Julie Erickson Gereda as part of URS budget.
LTK (including travel)	\$ 951,000	\$ 1,181,000	\$ 230,000	24.2%	Oversight of vehicle remanufacture.
Moreno Cardenas	\$ 52,000	\$ 23,764	\$ (28,236)	-54.3%	Efficiencies in service delivery.
Spencer	\$ 25,000	\$ 18,084	\$ (6,916)	-27.7%	Efficiencies in service delivery.
WPM	\$ 115,000	\$ 140,000	\$ 25,000	21.7%	Traffic engineering services for design modifications.
Project Reproduction Services	\$ 2,000	\$ -	\$ (2,000)	-100.0%	Included in fee estimates.
<b>TOTAL</b>	<b>\$ 3,695,783</b>	<b>\$ 3,858,923</b>	<b>\$ 163,140</b>	<b>4.4%</b>	