

**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, which was supplemented to add certain URS services required for the completion of the Project and the parties now desire to further supplement such Third Amendment.

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

**THAT** the CRRMA's Executive Director is authorized to execute Supplement No. 2 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 14<sup>TH</sup> DAY OF NOVEMBER 2018.**

**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. 2  
TO THE THIRD AMENDMENT OF  
AN ASSIGNED AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Supplement No. 2 to the Third Amendment of an Assigned Agreement for Professional Services (Supplement No. 2) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 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, which was supplemented to add certain URS services and the parties now desire to further supplement such Third Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Supplement No. 2 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 with the additional services identified within **ATTACHMENT A-2**, which is attached hereto and incorporated herein for all purposes.
- 2. Payments to URS.** In exchange for the additional services identified in **ATTACHMENT A-2**, payments to URS may be made in accordance with the fee estimate included here as **ATTACHMENT B-2**. Payments for the additional services identified within **ATTACHMENT B-2** shall not exceed TWO HUNDRED THREE THOUSAND NINE HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$203,966.00). This amount is in addition to the not to exceed amount of THREE MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$3,858,923.00) originally identified within the Third Amendment, as supplemented.

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: \_\_\_\_\_

## **Attachment A-2 “Scope of Work”**

The following list is a summary of the services provided for in the assumptions of Supplement #2.

1. Questions and coordination for lane striping on Stanton
2. Coordination with COEP for two-way cycle track signal and striping issues
3. Detailed coordination for bicycle traffic signals with City of El Paso, including multiple meetings, phone calls and emails
  - a. Bicycle traffic signal timing
  - b. Bicycle traffic signal no turn on left phasing
  - c. Bicycle traffic signal detection
4. Meetings and additional coordination with Fairmont Apartments regarding placement of bicycle lane delineators.
5. Track switch and signals questions and coordination
6. Utility Coordination with EP Electric for TPSS locations
7. Additional coordination with El Paso Electric after agreements completed for two Power Switch locations and two TPSS locations
8. Questions regarding SSCP and design certification
9. Initial coordination with COEP for proposed Cincinnati and Stanton Pedestrian and Parking Improvements project (design activities charged directly to COEP
10. Parking Map and dynamic vehicle envelope questions and coordination
11. Parking Map updates and detailed parking coordination with COEP
12. Support to CRRMA for public events & Sun Metro coordination
13. SSO Meeting and coordination for documentation and reporting
14. Brookville vehicle amendment for multiple items
15. Brookville vehicle amendment for re-railing equipment
16. Repeated submittals for roof resistor, braking system and activities for concurrent conditional acceptance for multiple vehicles
17. Extended duration of document control for construction management group
18. Extended duration of vehicle support services (mid 2018 - early 2019)
  - a. Contract and sub-consultant management
  - b. Update SSCP for final design changes
  - c. Infrastructure document cleaning and archiving
  - d. Technical support for infrastructure and vehicles
  - e. Brookville contract management
  - f. Vehicle document archive

### Attachment B-2 "Fee Estimate"

| AECOM Budget Proposal for Supplement #2 Budget |   | URS/AECOM            | LTK                 | OTHER SUBS       | TOTAL                |
|--|---|----------------------|---------------------|------------------|----------------------|
| Additional Budget Need (Intensity)             | The additional budget needed to meet the requirements of the project to October 26, 2018, as described in word file | \$ 100,869.81        |                     | \$ -             | \$ 100,869.81        |
| URS/AECOM Under-Recovery                       | URS/AECOM under-recovery of actual invoice costs  | \$ (25,967.68)       | \$ -                | \$ -             | \$ (25,967.68)       |
| Additional Budget Need (Duration)              | The additional budget needed to meet the ongoing project requirements after October 26, 2018                        | \$ 35,000.00         | \$ 93,893.79        | \$ 170.35        | \$ 129,064.14        |
| <b>Addendum 3 Supplement #2 Budget Request</b> |   | <b>\$ 109,902.13</b> | <b>\$ 93,893.79</b> | <b>\$ 170.35</b> | <b>\$ 203,966.27</b> |