

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**CITY CLERK DEPT.**

**2012 MAY -9 AM 10: 05**

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** May 15, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** R. Alan Shubert, P.E., City Engineer (X4423)  
Jane Shang, DCM (X4327)

**DISTRICT(S) AFFECTED:** all

**SUBJECT:**

That the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and URS Corporation, a Nevada Corporation, for a project known as "El Paso Streetcar Preliminary Engineering and Environmental Assessment" for an amount not to exceed One Million Two Hundred Fifty Thousand and No/00 Dollars (\$1,250,000) and that the City Engineer be authorized to approve up to \$50,000 in additional services for a total contract amount not to exceed One Million Three Hundred Thousand and No/00 Dollars (\$1,300,000). The environmental approval will be completed according to state requirements.

**BACKGROUND / DISCUSSION:**

City staff has been advised that approximately \$90M in state funding can be made available to El Paso for a transportation project that yields significant economic impact. Streetcar projects meet this criteria and are known to facilitate and hasten economic development. The project must complete environmental and preliminary design by the end of September 2012. Final design must be completed by February 2013. Staff from Engineering, EPDOT, Planning and Sun Metro have identified a potential alignment utilizing primarily Stanton and Kansas Streets, connecting the Paso del Norte and Stanton bridges to the Glory Road area as these corridors provide a significant opportunity to revitalize and incentivize economic development. (See attached maps.) With an appropriate land use plan an approximately \$95M investment (which includes environmental, design and construction costs) can yield 10x or more the value (\$1B) in economic development. As the first task of this contract, the consultant will analyze routes included in the Cambridge Systematics/HNTB study and the potential Stanton/Kansas route and provide recommendations on a preferred route. The remainder of the work will proceed upon acceptance of that route.

**PRIOR COUNCIL ACTION:**

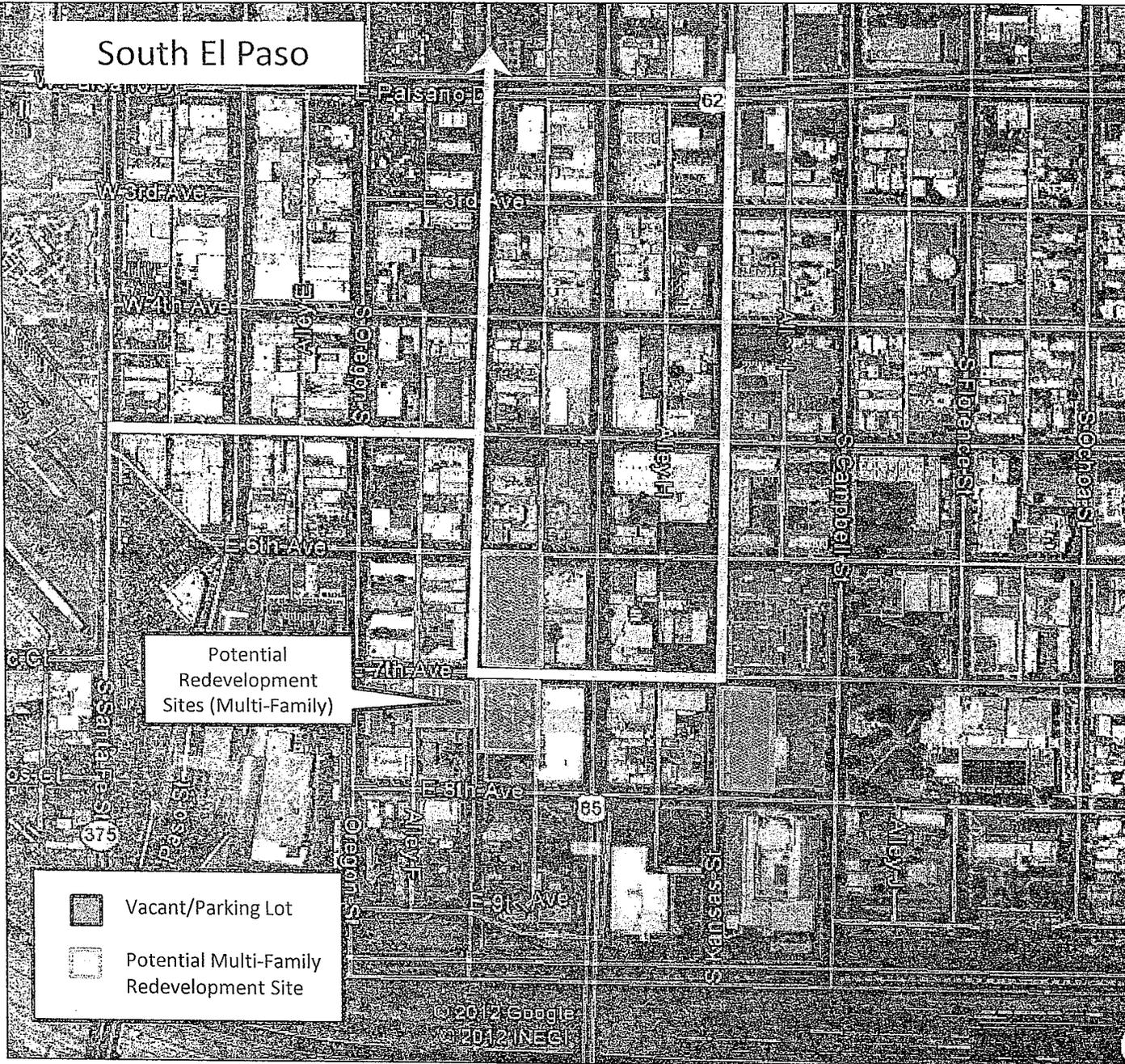
N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$1.3M will come from City certificates of obligation initially allocated for the City's match for the Montana RTS corridor. Due to this unique funding opportunity, staff proposes to swap City funds allocated for the Montana RTS or another City project for funding (\$1.5M) identified in the Mission 2013-2016 Transportation Improvement Program (TIP) for streetcar alternatives analysis. The Montana RTS funds will not be required until 2015.

Further, approximately \$3M, more or less, will be required to complete final design for the streetcar and maintenance facility. Sun Metro will fund the balance from anticipated operational savings.

# South El Paso



Potential Redevelopment Sites (Multi-Family)

- Vacant/Parking Lot
- Potential Multi-Family Redevelopment Site

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Downtown

San Jacinto Plaza

Potential Redevelopment Site (Multi-Family)

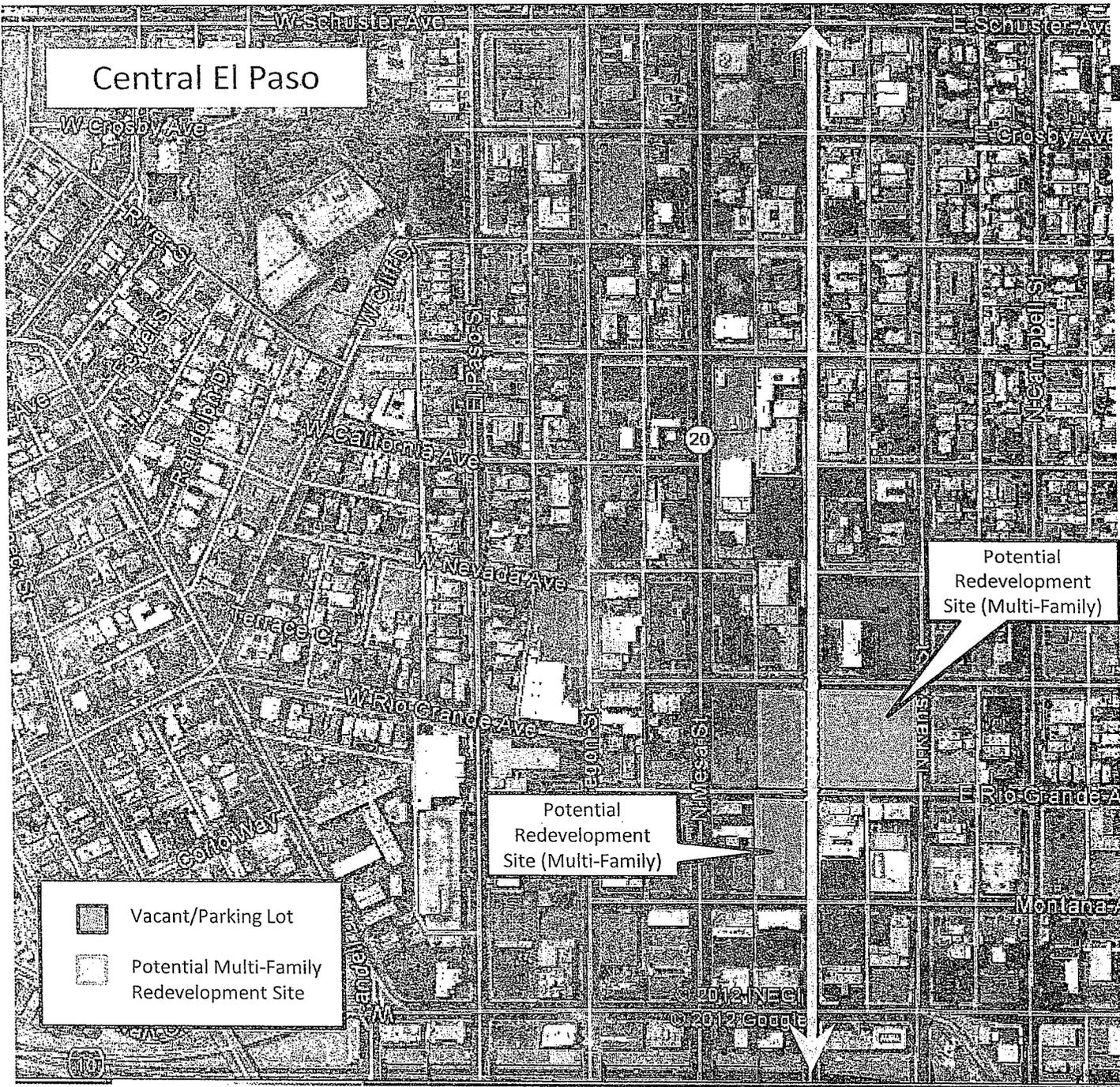
Government District

-  Vacant/Parking Lot
-  Potential Multi-Family Redevelopment Site
-  Government District





# Central El Paso



-  Vacant/Parking Lot
-  Potential Multi-Family Redevelopment Site

Potential  
Redevelopment  
Site (Multi-Family)

Potential  
Redevelopment  
Site (Multi-Family)



Rim-University / Kern

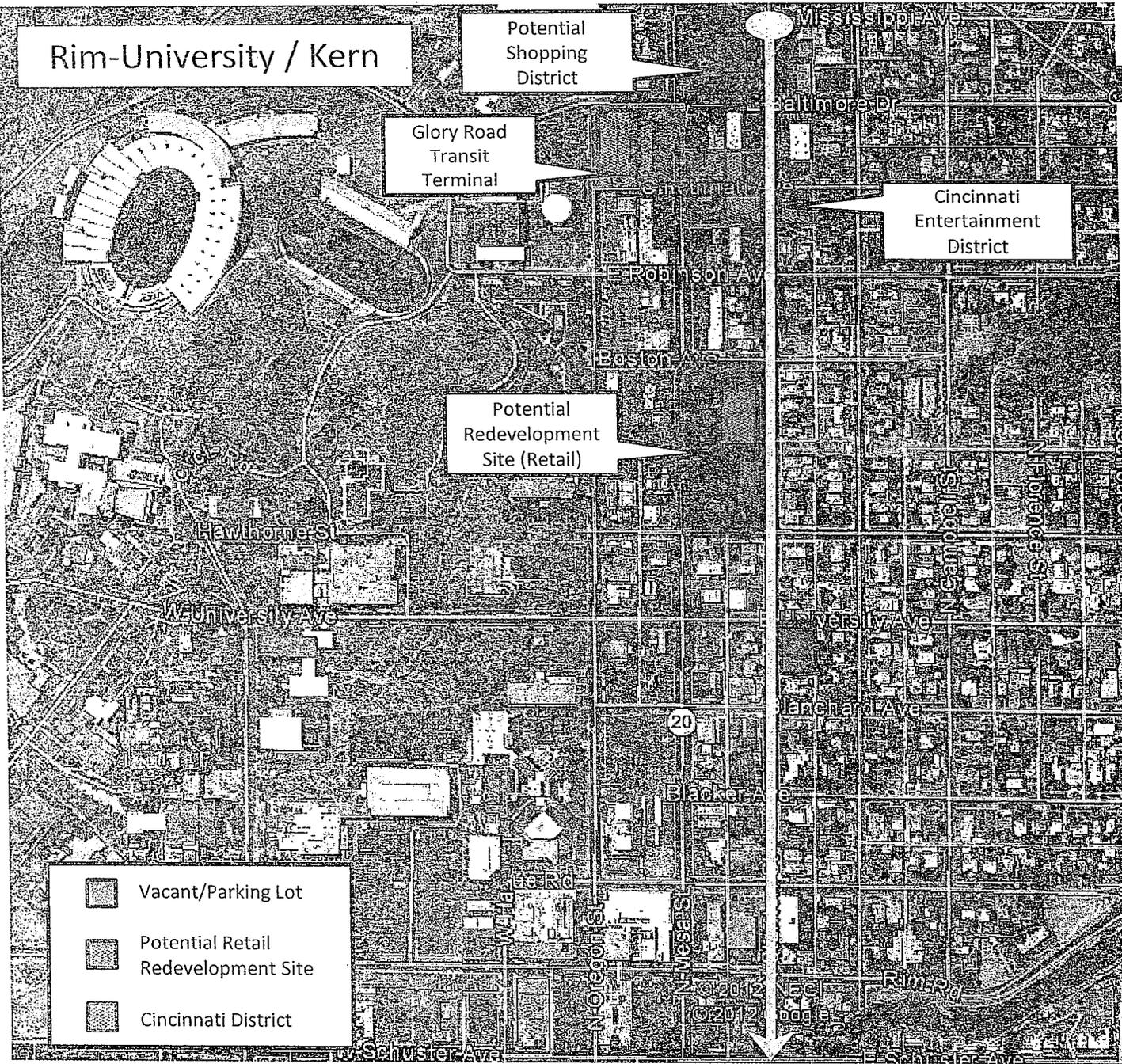
Potential Shopping District

Glory Road Transit Terminal

Potential Redevelopment Site (Retail)

Cincinnati Entertainment District

-  Vacant/Parking Lot
-  Potential Retail Redevelopment Site
-  Cincinnati District



# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the City of El Paso and URS Corporation, a Nevada Corporation, for a project known as "El Paso Streetcar Preliminary Engineering and Environmental Assessment" for an amount not to exceed One Million Two Hundred Fifty Thousand and No/00 Dollars (\$1,250,000.00) and that the City Engineer be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed One Million Three Hundred Thousand and No/00 Dollars (\$1,300,000.00).

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook,  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT

*R. Alan Shubert*  
\_\_\_\_\_  
for R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**Owner**", and **URS CORPORATION**, a Nevada corporation, hereinafter referred to as the "**Consultant**".

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as "**EL PASO STREETCAR PRELIMINARY ENGINEERING AND ENVIRONMENTAL ASSESMENT**" hereinafter referred to as the "**Project**", as further described in **Attachment "A"**; and

**WHEREAS**, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Intentionally omitted
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Certificate of Insurance

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for the Scope of Services. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

### ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed the lump sum of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND AND NO/00 DOLLARS (\$1,250,000.00) (the "Consultant Fee") for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services in a total amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement.

3.3 **CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up

materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of completion of Consultant's Scope of Services, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed the Consultant's Fee as set forth in 3.1 above, plus the cost of any authorized Additional Services as set forth in 3.2 above, except by written amendment to this Agreement, executed by both parties.

**3.4 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A" and "D"**.

**4.2 TERMINATION.** This Agreement may be terminated as provided herein.

**4.2.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and

reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
  - Personal Injury or Death**
    - \$1,000,000.00 for one person or occurrence
    - \$1,000,000.00 for two or more persons or occurrences
  - Property Damage**
    - \$1,000,000.00 per occurrence
  - General Aggregate**
    - \$1,000,000.00
- b) **AUTOMOBILE LIABILITY**
  - Combined Single Limit**
    - \$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Contract.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration

dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso, except in the case of cancellation for non-payment of premium, in which no less than ten (10) days notice will be provided."

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Scope of Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of

investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## ARTICLE VI. FEDERAL PROVISIONS

**6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, including but not limited to:

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to endeavor to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will endeavor to perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

**7.3 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of

the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the Project. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy. Except as provided above, any reuse of the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant without written verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable. Owner's audit right shall not pertain to any records related to the Consultant Fee except in the event that Consultant requests additional compensation for additional services not already provided in this Agreement, in which case the Owner, at its discretion, may ask to review any records related to the Consultant Fee.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit the Consultant's records described above related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

**7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.6 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and



representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Joyce A. Wilson,  
City Manager

**CONSULTANT:  
URS CORPORATION**

\_\_\_\_\_  
Michael H. McCloskey  
Vice President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lupe Cuellar  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*R. Alan Shubert*  
\_\_\_\_\_  
for R. Alan Shubert, P.E.  
City Engineer

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS §  
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012,  
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**My commission expires:**

\_\_\_\_\_

**ACKNOWLEDGEMENT ON FOLLOWING PAGE**

THE STATE OF TEXAS §  
COUNTY OF EI PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by **Michael H. McCloskey**, as **Vice President of URS Corporation**, a Nevada corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

\_\_\_\_\_

ATTACHMENT A  
SCOPE OF SERVICES AND PROJECT BUDGET



## Attachment "A0" - Scope of Work

### El Paso Streetcar Project

### Preliminary Engineering & Environmental Assessment

### Report Phase (Phase 0) – Advanced Project Definition

This Scope of Work includes all work required by Consultant in connection with the Agreement for Professional Services (the "Agreement") between Consultant and the City of El Paso to which this Attachment A is attached. 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. The contract scope of work does not include Preliminary Design Phase, Pre-Final Design Phase, Final Design Phase, Bidding Phase, or Construction Phase. The tasks identified are critical to beginning TxDOT coordination and laying the groundwork for defining the alignment and stop locations. This includes regular Project Management tasks for the duration of Phase 0 plus the following specific tasks.

#### **1. Project Management**

The purpose of this task is to manage the Consultant's team's activities, attend project management meetings, provide proper project documentation and communication protocol, and prepare monthly invoicing and reporting.

##### **1.1. Project Management**

1.1.1. Project Cost Control – Set-up project within URS systems. Provide project administration to manage ongoing simultaneous tasks.

1.1.2. Regular Project Coordination Meetings – The project manager and/or the local deputy project manager in addition to up to one team member from the Consultant will attend weekly project progress and coordination meetings with the City to coordinate activities among team members and City staff, review progress and budget, and identify issues and courses of action needed to resolve those issues. This scope includes 1 weekly meeting attended by up to 3 staff in-person for one month. (up to 4 meetings)

##### **1.2. Project Schedule Control**

1.2.1. Baseline Schedule - Begin to develop a project schedule using MS Project including milestones and deliverables for use in project planning and tracking.

##### **1.3. Project Progress Reporting**

1.3.1. Monthly Invoice and Progress Reports the Consultant will prepare and submit monthly progress reports on a scheduled basis that will include:

- Estimated percentage of work completed and budget expended per task
- Schedule activity report

## Draft Scope of Work – Phase 0 – Advanced Project Definition

- Work activities anticipated for the following month for each task
- Existing and anticipated issues / problems that may affect the budget, schedule or work products
- Anticipated corrective actions to address existing/anticipated issues
- An update of the project schedule with milestones and deliverables
- Monthly invoices with documentation of project costs and remaining budget by task.

1.3.2.Meeting Minutes for Project Coordination Meetings – Provide meeting minutes include progress for the previous week, planned activities for the next two weeks, anticipated issues / problems that may affect the budget, schedule or work products, Anticipated corrective actions to address existing/anticipated issues

## 2. Capital Cost Estimates & Operations Costs Plans

(No scope this phase)

## 3. Vehicles

### 3.1. Operational Design Criteria

3.1.1. Identify Vehicle Characteristics - This initial phase of work will identify probable vehicle types and compile specifications and general arrangements to assist in definition of conceptual streetcar stop configuration and maintenance facility requirements.

#### Deliverables:

- Streetcar Vehicle Selection Technical Memorandum

## 4. Public Involvement

(No scope this phase)

## 5. Data Collection

### 5.1. Existing Data Collection

5.1.1. Review and Organize Existing Data including COEP GIS data – All relevant existing COEP GIS data sets will be obtained as available publicly.

### 5.2. GIS Base Mapping

5.2.1. GIS base mapping of relevant existing local data sets and aerial photography – Existing COEP GIS data sets will be compiled into a base map for use during other tasks.

#### Deliverables:

- Draft Preliminary Environmental Constraints Map

## 6. Environmental Documentation

(No scope this phase)

## 7. Conceptual Streetcar Route and Alignment

### 7.1. Alignment & Streetcar Stop Definition

It is assumed that the streetcar project will consist of a double-tracked route from the Golden Horseshoe/ International Bridges area to UTEP through downtown running primarily in mixed-flow shared with traffic.



In this Phase 0 task, alternative alignments and conceptual stop locations will be identified and plotted for display and further discussion for beginning TxDOT environmental coordination in the next Phase. This task **does not** include the final selection of the alignment that will be advanced into Preliminary Engineering **nor** a “Best-Lane Analysis”. This task is to identify all feasible route alternatives that meet the project goals and that will be further analyzed and refined in the next Phase. Limited Conceptual engineering will occur as part of this task. Only enough design to sufficiently define and conceptually evaluate the potential alternatives is included.

#### 7.1.1. Conceptual Alignment Map including conceptual stop locations

- 7.1.1.1. Develop a map on aerial photography and compiled GIS data of the alternative alignments that illustrate the alignment, street names, potential stops and identify key issues, as available.
- 7.1.1.2. Meet with the City and stakeholders to assist in selecting alternative (up to one (1) per week for a total of up to four (4) meetings – will be combined with regular weekly coordination meetings).
- 7.1.1.3. Prepare technical memorandum generally describing the project, summarizing alternatives considered and recommendations for alignment and stop locations as well as a conceptual summary of probable vehicle type and stop configuration.
- 7.1.1.4. Up to two (2) prototype streetcar stop configurations will be provided including a conceptual typical plan view and typical section showing approximate dimensions, canopy location, platform height, general accessibility provisions, and streetcar vehicle interface.

##### Deliverables:

- Conceptual Alignment Maps
- Project Description Technical Memorandum

#### 7.2. Maintenance and Storage Facility (MSF)

7.2.1. Facility Site Evaluation – Along with the three already identified potential maintenance facility sites, a cursory review of parcel data will be performed in the project corridor to identify other publicly owned parcels that may be suitable for streetcar maintenance and/or storage. These parcels will be displayed with on the GIS base mapping and conceptual alignment maps.

### 8. Preliminary Engineering

#### 8.1. Structural

##### 8.1.1. Bridges

##### 8.1.1.1. IH-10 Overpasses

##### 8.1.1.1.1. Technical Memorandum Confirming Feasibility of Affected Overpasses

The Consultant shall define up to 2 design alternatives for integration of the guideway into the overpass structures. OCS alternatives of poles placement may also be considered for evaluation purposes. The intent is to perform a cursory engineering analysis of the existing structures to establish feasibility and multiple (approximately 2) alternatives for the inclusion of streetcar infrastructure on the IH-10 overpasses.

##### Deliverables:

- Technical Memorandum Confirming Feasibility of Affected Overpasses



**Assumptions:**

- As-built plans of original structure exist
- As-built plans for any structure modifications completed exist
- As-built plans are deemed accurate and acceptable by Consultant
- An in-depth inspection in accordance with the *Manual for Condition Evaluation* has been performed in the past 5 years and the report available to consultant
- A routine inspection in accordance with the *Manual for Condition Evaluation* has been performed in the past two years and the report available to Consultant
- A calculated load rating report including associated bridge conditions at the time of evaluation, any assumptions used for calculation, and supporting calculations have been performed and are available to Consultant
- Desired service life of the structure shall be provided by TxDOT



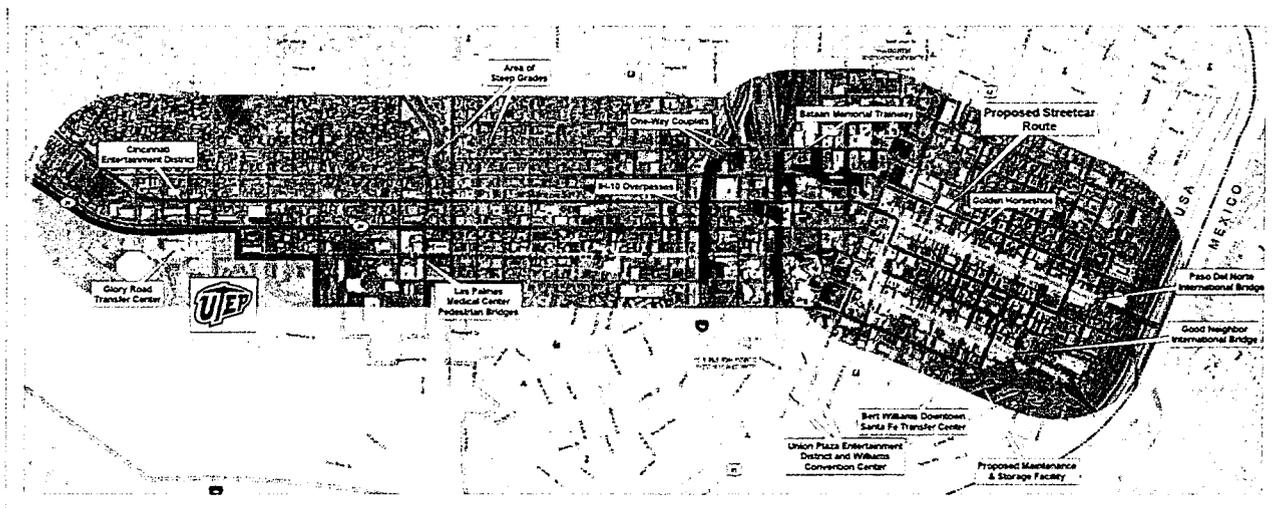


**Attachment A - Scope of Work**  
**El Paso Streetcar Project**  
**Preliminary Engineering & Environmental Assessment**  
**Preliminary Design Phase (Phase 1)**

The Scope of Work describes all work required by Consultant in connection with the Agreement for Professional Services (the "Agreement") between Consultant and the City of El Paso to which this Attachment A is attached. 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. The contract scope of work does not include Pre-Final Design Phase, Final Design Phase, Bidding Phase, or Construction Phase. This scope of work includes Phase 1 services for the El Paso Streetcar Project, including Environmental Documentation, Preliminary Engineering, Cost Estimating, Vehicles, Public Involvement, and Data Collection.

The El Paso Streetcar Project consists of a double-tracked route along the approximately 2-mile corridor from the International Bridges/Golden Horseshoe area, through downtown, to the UTEP campus and Cincinnati Entertainment District. The route will include streetcar stops every 2-3 blocks, a cost-effective guideway integrated into the existing street pavement in mixed-flow traffic, and a maintenance and storage facility (MSF) including trackage needed to access the facility. This scope includes a phase of the services necessary to implement this project and satisfy the City of El Paso's stated economic development, new urbanism/smart growth, and mobility goals.

**All *italicized* items below are not included in the scope of work for Phase 1. Specific scope items will be performed by the City and provided to the Consultant as noted.**



**Figure 1**  
Project Corridor

## 1. Project Management

The Project Management task includes meeting, coordination, administration, and other time necessary to support the progress of the project for **5 months** from Notice to Proceed to the completion of the Preliminary Draft EA and Preliminary Engineering as described in the following Scope of Work. **This Phase 1 Scope of Work does not include the necessary project management and other support necessary to advance the Draft or Final EA documents.**

### 1.1. Project Management

#### 1.1.1. Project Supervision

Provide direction and overall supervision to the Consultant team. Oversee the allocation and delegation of all authorized work in accordance with the established work plan. Manage project design efforts to achieve uniformity and quality. Provide technical direction and monitor work activities. Conduct design team progress and coordination meetings. Coordinate the input and output between the various disciplines through periodic reviews of project activities with project staff. Identify and document design issues and track action items and resolution efforts. Review the products developed in work tasks and recommend appropriate additions or corrections. Prepare, implement and maintain Project Execution Plan (PXP) during project life. Set-up project cost control within the Consultant's accounting system. Provide project administration to manage ongoing simultaneous tasks.

#### 1.1.2. Project Management Team Meetings

The project manager and/or local deputy project manager in addition to up to one team member from the Consultant will attend bi-weekly (every other week) project management meetings with the City to coordinate activities among team members and City staff, review progress and budget, and identify issues and courses of action needed to resolve those issues. This scope includes bi-weekly meetings attended by up to 3 staff in-person for the duration of the contract.

#### 1.1.3. Project Decision Tracking

Provide documentation for project decisions to aid project management team in determining who and when project decisions are made and avoid potential revisiting of decisions late in the project. Tracking will also be used to efficiently make important decisions in a timely manner.

#### Deliverables:

- Project Management Meeting Minutes
- Project Decision Tracking Log

### 1.2. Project Schedule Control

#### 1.2.1. Baseline Schedule

Finalize the project schedule using MS Project including milestones and deliverables for use in project planning and tracking.

#### 1.2.2. Schedule Updates

Provide bi-weekly schedule updates for use in the coordination meetings.

#### Deliverables:



- Baseline Schedule
- Schedule Updates

### 1.3. Project Progress Reporting

#### 1.3.1. Monthly Invoice and Progress Reports

The Consultant will prepare and submit monthly progress reports on a scheduled basis that will include:

- Estimated percentage of work completed and budget expended per task;
- Schedule activity report;
- Work activities anticipated for the following month for each task;
- Existing and anticipated issues / problems that may affect the budget, schedule or work products;
- Anticipated corrective actions to address existing/anticipated issues;
- An update of the project schedule with milestones and deliverables; and
- Monthly invoices with percent complete and remaining budget by task.

#### Deliverables:

- Monthly Invoices and Progress Report

### 1.4. Quality Management Plan

#### 1.4.1. Quality Management Plan

The standard URS Quality Management System (QMS) will be utilized and each subconsultant will maintain their own quality processes and documentation. Quality documentation will be available to the City upon request.

#### 1.4.2. Quality Reviews

Documented detail checks and independent technical reviews of all deliverables.

#### Deliverables:

- Quality Management Plan
- Quality Review Documentation

### 1.5. Document/CADD Control

#### 1.5.1. Project CADD Manual

Provide a project document control process and CADD manual. Issue the manual to all subconsultants once approved by the City. Maintain document and CADD control for the project. It is assumed that engineering design services will be performed using Autodesk AutoCAD and Civil3D design software and plan submittals will be produced on 11"x17" size sheets.

#### Deliverables:

- Project CADD Manual

### 1.6. Value Analysis, Design, and Constructability Reviews– This task is not included in the scope of work for Phase 1.

#### 1.6.1. Value Analysis (VA)



1.6.2. *Design Discipline Coordination Review*

1.6.3. *Constructability Review*

## 2. Preliminary Capital Cost Estimates & Operations Costs Plans

### 2.1. Conceptual Opinion of Probable Cost

2.1.1. Opinion of Probable Cost Methodology Report

A brief Cost Methodology Report will be prepared outlining the anticipated approach to developing the preliminary cost estimates.

2.1.2. *Conceptual Opinion of Probable Cost*– This task is not included in the scope of work for Phase 1.

**Deliverables:**

- Opinion of Probable Cost Methodology Report

### 2.2. Opinion of Probable Cost

2.2.1. Opinion of Probable Cost

A preliminary opinion of probable cost will be accomplished at the interim and final Preliminary Engineering submittals based on the design work performed in Task 8.

**Deliverables:**

- Interim Preliminary Opinion of Probable Cost
- Final Preliminary Opinion of Probable Cost

## 3. Vehicles

### 3.1. Operational Design Criteria

The consultant will compile information on vehicle technologies and will submit such to the City of El Paso. This submittal will recommend a vehicle technology for the streetcar system, and it is assumed that the City of El Paso will confirm a vehicle technology within 2 days after receipt. LTK will prepare a short (approximately 10 pages) Basis of Design document, if necessary. As part of this effort, the consultant's vehicle specialist will **not** travel to El Paso unless specifically agreed otherwise.

**3.2. System Interface** – This scope of work may be included in the scope of work for a future Phase.

**3.3. Draft Contract Conditions for Purchase of Vehicle** – This scope of work may be included in the scope of work for a future Phase.

## 4. Public Involvement

The purpose of this task is to manage the public involvement process for the project which will include collaboration with the TxDOT-El Paso District (District), organization of public meetings, and organization of a public hearing. As stipulated in *TAC, Title 43, Part 1, Chapter 2. Environmental Policy*, the City, the District, and the Consultant will work together during the scoping process (Task 6.1) to develop a scope of work agreed upon by all parties for environmental activities (including public involvement). Therefore, the extent of this task will be dependent on the results of Task 6.1. However, keeping the City's best interests and time-sensitivity of the project in mind, the Consultant has developed this scope of work with the assumption that the environmental document will consist of an Environmental Assessment (EA) and follow TxDOT's public involvement process consistent with an EA.



#### 4.1 Public Involvement Plan

- 4.1.1 The Consultant will prepare the Public Involvement Plan (PIP) for the project, which will include defining specific public involvement activities and developing the associated public involvement schedule to the extent required to satisfy the TxDOT public involvement process for an EA. The PIP will be considered to be complete upon receipt (via email) of final approval by the City's PM.

#### Deliverables:

- Written PIP to the City and District (draft [delivered via .pdf] and final [delivered via two hardcopies])

#### 4.2 Public Meeting

- 4.2.1 *Mailing Database* – **this scope of work to be provided by City for Phase 1**
- 4.2.2 *Meeting Venue* – **this scope of work to be provided by City for Phase 1**
- 4.2.3 *Notice of Public Meeting* – **this scope of work to be provided by City for Phase 1**
- 4.2.4 *Publication Schedule* – **this scope of work to be provided by City for Phase 1**
- 4.2.5 Public Meeting Materials - the Consultant will prepare the Public Meeting materials including PowerPoint presentation, sign-in sheets, easels, directional arrows, comment cards, comment box, and other materials such as display boards (up to seven),
- 4.2.6 Public Meeting Staffing - the Consultant will provide up to three staff to travel to and attend the Public Meeting rehearsal (Project Manager, Public Involvement Expert and one Subject Matter Expert) – assumed to be scheduled the day before the Public Meeting – and the Public Meeting
- 4.2.7 Public Meeting Summary Report - the Consultant will provide responses to written public comments received in conjunction with the Public Meeting (assuming no more than 75 comments) and included within a Public Meeting Summary Report

#### Deliverables:

- Public Meeting materials to the City and TxDOT for review and comment (PowerPoint presentation, sign-in-sheets, and display boards)
- Public Meeting Summary Report to the City and TxDOT for review and comment (one color hardcopy of the Public Meeting Summary Report will be provided to the City; three color hardcopies will be provided to TxDOT (two for the District and one for TxDOT - ENV); and one electronic copy will be provided on CD in Microsoft Word format and Adobe .pdf format to the City and TxDOT (District and ENV). The Public Meeting Summary will be considered to be complete upon receipt (via e-mail) of final approval by the District.

#### 4.3 Public Hearing

The Public Hearing is dependent on TxDOT's review and the publication of the Draft EA – the public must have access to the Draft EA 30 days prior to the Public Hearing.

Note: This scope assumes that a Notice of Opportunity for Public Hearing would not be prepared and that a Public Hearing will be scheduled.

- 4.3.1 *Meeting Venue* – **this scope of work to be provided by City for Phase 1**
- 4.3.2 *Notice of Public Hearing (NPH)* – **this scope of work to be provided by City for Phase 1**
- 4.3.3 *Publication Schedule* – **this scope of work to be provided by City for Phase 1**



- 4.3.4 Public Hearing Materials - the Consultant will prepare the Public Hearing materials including PowerPoint presentation, sign-in sheets, easels, directional arrows, comment cards, comment box, and other materials such as display boards (up to seven),
- 4.3.5 Public Hearing Staffing - the Consultant will provide up to three staff to travel to and attend the Public Hearing rehearsal (Project Manager, Public Involvement Expert and one Subject Matter Expert) – assumed to be scheduled the day before the Public Hearing – and the Public Hearing
- 4.3.6 The Consultant will prepare Public Hearing/Certification and Public Hearing Summary documents within two weeks following conclusion of the public comment period.
- 4.3.7 The Consultant will prepare and coordinate the publication of the Notice of Availability (NOA) following environmental clearance. The City will publish at no cost to the Consultant.
- 4.3.8 The City or TxDOT will prepare the Draft Decision Document for use by TxDOT at no cost to the Consultant.
- 4.3.9 The City will publish the Final Decision Document in appropriate public newspapers at no cost to the Consultant.

#### **Deliverables:**

- Public Hearing materials to the City and TxDOT for review and comment (PowerPoint presentation, sign-in-sheets, and display boards)
- Public Hearing/Certification and Public Hearing Summary Report to the City and TxDOT for review and comment (one color hardcopy of the Public Hearing Summary Report will be provided to the City; three color hardcopies will be provided to TxDOT [two for the District and one for TxDOT – ENV]; and one electronic copy will be provided on CD in Microsoft Word format and Adobe .pdf format to the City and TxDOT [District and ENV]). The Public Hearing Summary Report will be considered to be complete upon receipt (via e-mail) of final approval by the City PM.
- NOA to the City and TxDOT via e-mail (.pdf) for review/approval (Upon receipt of comments, the Consultant will revise the NOA and submit one hardcopy to the City and three hardcopies to the District [two for the District and one for TxDOT – ENV]; and one electronic copy provided on CD in Microsoft Word format and Adobe .pdf format to the City and TxDOT [District and ENV]). The NOA will be considered to be complete upon receipt (via e-mail) of final approval by the City PM.

**4.4 Property Owner One-on-One Meetings**– This task is not included in the scope of work for Phase 1

## **5. Data Collection**

**5.1. GIS Base Mapping**– This task is not included in the scope of work for Phase 1.

**5.2. Traffic Count Collection**– This task is not included in the scope of work for Phase 1.

### **5.3. Control Surveys**

#### **5.3.1. Establish Horizontal Control**

We will establish horizontal control throughout the site based on the North American Datum of 1983 (NAD83). This control will be set in areas where it cannot be destroyed during construction wherever possible.

#### **5.3.2. Establish Vertical Control**

We will establish vertical control throughout the site based on the North American Vertical Datum of 1988 (NAVD88). This control will be set in areas where it cannot be destroyed during



construction wherever possible, and some instances, the same horizontal control points will be assigned an elevation as well.

#### 5.3.3. Provide Real Time GPS Ground Support for LiDAR

Light Detection and Ranging requires that GPS stations be lit during the flight or data collection. We will provide sufficient GPS station on Real Time during the duration of the flight for LiDAR.

#### **Deliverables:**

- Survey Control Mapping

### **5.4. Topographic Surveys**

5.4.1. Conduct LiDAR imagery and Stereo Compilation Data Collections – 1' Contour Accuracy. We will conduct a LiDAR topographic survey of the project site. Once an alignment has been finalized, we will proceed with the other survey items. Imagery with corrected ortho photos for preliminary analysis. All topographic will be 1' contour accuracy and will be accomplished by providing enough ground control. This accuracy will be sufficient for any type of design.

5.4.2. Additional Topographic Areas - We will provide 10 additional topographic surveys in areas where LiDAR was not able to pick due to bridges or other obstructions.

#### **Deliverables:**

- Compilation of LiDAR Imagery and Stereo Data Collection (1' Contours) and 10 Additional Topographic Surveys.
- Digital Terrain Model.

### **5.5. Existing Utility Survey**

#### 5.5.1. Level D SUE

We will conduct the required Level D SUE as outlined by ASCE for the final alignment of the street car route. Levels C, B, and A will be assessed at a later date during the design phase. Since the project area will be flown using LiDAR technology, the underground visible features for the utilities will not be picked by LiDAR. These features will be tied using GPS equipment on the ground.

5.5.1.1. Tie Underground Visible Water Utility Features. We will tie all those visible features related to water mains or lines that cannot be picked up by LiDAR such as water valves and water meters along the alignment.

5.5.1.2. Tie Underground Visible Sanitary Sewer Features. We will tie all those visible features related to sanitary sewer mains or lines that cannot be picked up by LiDAR such as manhole covers, manhole invert elevations, invert elevations of lines at manholes, size of pipes, and materials along the alignment.

5.5.1.3. Tie Visible Underground Storm Sewer Features. We will tie all those visible features related to storm sewer mains or lines that cannot be picked up by LiDAR such as manhole covers, manhole invert elevations, invert elevations of lines at manholes, size of pipes, and materials along the alignment.

5.5.1.4. Tie Underground Visible Communications Features. We will tie all those visible features related to communications lines that cannot be picked up by LiDAR such as manhole covers, boxes, manhole invert elevations, invert elevations of lines at manholes and size of lines.



5.5.1.5. Tie Visible Electrical Lines Features. Tie visible underground electrical lines or conduits, manholes, and size of conduits.

**Deliverables:**

- Spreadsheet Outlining Utilities by Type, Size, and Owner
- Existing Utility Survey Mapping

**5.6. Right-of-Way Survey (optional)**

- 5.6.1. Research Preliminary R.O.W. – We will conduct enough records search and collect enough property corners to place the preliminary R.O.W. along the final alignment of the streetcar route.
- 5.6.2. Conduct 10 Boundary Surveys - We will conduct up to 10 separate boundary surveys where acquisition of R.O.W is deemed necessary.

**Deliverables:**

- Preliminary Right-of-Way Mapping
- Preliminary Right-of-Way Impact Descriptions

**5.2. Geotechnical Investigations– This task is not included in the scope of work for Phase 1.**

**6. Environmental Documentation**

The purpose of this task is to manage the environmental documentation process for the project including collaboration and coordination with the City, TxDOT, regulatory agency coordination, data collection, impact analyses, document preparation, and public involvement activities. The activities in this section will require extensive TxDOT coordination and review, and the Consultant will adhere to the guidelines set forth by TxDOT Environmental Resource Publications (Standards of Uniformity, Memorandums of Understanding, etc.) and the TxDOT review guidance in *Texas Administrative Code (TAC) 43, Part 1, Chapter 2 Environmental Policy* (effective April 16, 2012).

The Consultant assumes an Environmental Assessment (EA) will be the level of documentation for this project and as such the below tasks are reflective of a typical EA process based on the Consultant's prior TxDOT project experience. However, as stipulated in *TAC, Title 43, Part 1, Chapter 2. Environmental Policy*, the final determination on the level of documentation will be made by TxDOT during the environmental scoping process (as outlined below in Task 6.1). Should TxDOT determine that the project may be documented with a Categorical Exclusion (CE) or other environmental document, this scope of work and associated fee proposal will be modified, and a contract amendment will be prepared. In addition, per *TAC, Title 43, Part 1, Chapter 2. Environmental Policy*, the City, TxDOT, and the Consultant will work together during the scoping process (Task 6.1) to develop a scope of work agreed upon by all parties for environmental activities. Therefore, the extent of Task 6.2 will be dependent on the results of Task 6.1. However, keeping the City's best interests and time-sensitivity of the project in mind, the Consultant has developed this scope of work with the assumption that modifications based on the results of Task 6.1 will not require a significant increase or decrease in effort.

**6.1 Environmental Scoping**

- 6.1.1 Environmental Scoping Meetings - the Consultant will organize and attend environmental scoping meetings with the City and TxDOT to discuss the appropriate level of environmental documentation and develop the environmental document scope (per the adopted rules set forth in *TAC, Title 43, Part 1, Chapter 2. Environmental Policy*). The Consultant will attend two in-person meetings with the City and TxDOT at the El Paso District Office and up to two conference calls with the City and TxDOT during the environmental document scoping process. Minutes to document the meetings will be prepared by the consultant.



- 6.1.2 Environmental Document Scope - The consultant will prepare the environmental document scope based on the above TxDOT coordination and submit to the City.

**Deliverables:**

- Meeting Minutes – prepared and submitted to the City and TxDOT (for up to four meetings)
- Environmental Scope – prepared and submitted to the City and TxDOT (one draft and one final)

*Note: The TxDOT environmental document scoping process will not be initiated until a) the City has identified the funding source for the project and b) the City has rendered payment to TxDOT for their engagement in the TxDOT environmental process (as stipulated in TAC, Title 43, Part 1, Chapter 2. Environmental Policy).*

## 6.2 Environmental Documentation

The below tasks outline the work efforts that will be required to develop the environmental document for the project. For the purposes of this scope of work and cost proposal, the Consultant is assuming an Environmental Assessment (EA) will be the appropriate level of documentation.

### 6.2.1 Need and Purpose Statement and Project Study Area Memorandum

6.2.1.1 The Consultant will collect data to support the need and purpose of this project (which will be written in accordance with FHWA/FTA's *Interim Guidance on Purpose and Need*). **The City will provide all available data to support the need and purpose of the project at no cost to the consultant.** This data may include, but not be limited to:

- accident data (to be provided by the District);
- traffic data (to be provided by the District);
- roadway deficiencies (to be provided by the District);
- early planning/coordination information (to be provided by the District); and regional transportation plans.
- defining and describing the study areas as follows:
  - the general study area limits (based on the logical termini);
  - the Area of Potential Effects (for cultural resources); and
  - The resource study areas (RSAs) necessary for the Indirect and Cumulative Impact Analysis.

6.2.1.2 The Consultant will document the above information in a Draft Need and Purpose Statement and Project Study Area Memorandum.

### 6.2.2 Environmental Assessment

6.2.2.1 Data Collection and Analysis - the Consultant will collect data (supplement to data collected during the Preliminary Evaluation) and conduct the following studies per guidelines set forth in TxDOT SOUs:

6.2.2.1.1 Perform analysis of social and economic impacts, including:

- Performing project area reconnaissance to confirm land-uses and identify LEP indicators
- Identifying and evaluate social and economic impacts
- Identifying property owners and tenants adjacent to the roadway project
- Identifying potential displacements
- Identifying potential replacement housing and/or other replacement sites



- Identifying the racial, ethnic and income level of affected individuals and communities
  - Identifying existing and anticipated land uses with surveys and land use plans
  - Evaluating travel modes and patterns
  - Identifying and evaluating the potential for impacts to disabled and elderly individuals and populations
  - Performing Environmental Justice analysis
  - Identifying considerations impacting pedestrians and bicycles
- 6.2.2.1.2 Perform Indirect and Cumulative Impact (ICI) studies in accordance with TxDOT's June 2009 Guidance on Preparing Indirect and Cumulative Impact Analysis
- 6.2.2.1.3 Perform air quality analysis, including:
- Identifying air sensitive areas and receptors based on FHWA and TxDOT air quality guidelines
  - Establishing ambient air quality based on existing traffic data and local data sources
  - Performing an air quality analysis pursuant to TxDOT and FHWA air quality requirements
- 6.2.2.1.4 Perform noise/vibration analysis, including:
- Identifying noise sensitive areas and receivers
  - Performing a field investigation to confirm existing conditions and assess potential impacts
  - Establishing the project area's existing noise environment through on-site field noise measurements and/or computer modeling
  - Preparing a noise/vibration report
- 6.2.2.1.5 Perform biological studies, including:
- Determining farmland impacts (*Note: due to the developed nature of the study area, coordination with the NRCS for a farmland conversion rating analysis is not included in this scope of work*),
  - Determining vegetation impacts,
  - Conducting wildlife habitat analysis (*Note: due to the developed nature of the study area, an endangered species evaluation and USFWS coordination are not included in this scope of work*).
- 6.2.2.1.6 Perform water quality studies, including:
- Assessing the conditions of and delineating jurisdictional waters within the project area, including wetlands.
  - Evaluating and documenting potential to impact floodplains
  - Evaluating and documenting compliance with Section 401 of the Clean Water Act (33 United States Code (U.S.C.) 1341)
  - Evaluating and documenting compliance with Section 402 of the Clean Water Act (Stormwater Permit)
  - Evaluating and documenting compliance with Section 404 of the Clean Water Act (33 U.S.C. 1344)
- 6.2.2.1.7 Prepare hazardous materials assessment including only documenting the results of a records search for the study area.



- 6.2.2.1.8 Conduct archeological background studies, including a review of the Texas Archeological Site Atlas (*Note: due to the developed nature of the study area, an archeological survey is not included in this scope of work*) and identify Native American tribes for consultation
- 6.2.2.1.9 Conduct historic resource studies in coordination with the Texas Historical Commission (THC), including:
  - a review of the Texas Historical Site Atlas
  - development of the historic resources research design
  - an historic structures reconnaissance survey
  - Initiating coordination with the historical resources section of TxDOT - ENV
  - Completing an Historic Resources Report in accordance with TxDOT Historic Standing Structure SOUs and the THC
  - Conducting a Section 4(f) evaluation (*Note: it is assumed that impacts to the Section 4(f) property(ies) will be *de minimis* and the effects will not be adverse under Section 106 of the National Historic Preservation Act*).
- 6.2.2.1.10 Prepare traffic analysis report based on traffic analysis data. This technical memorandum will include sections addressing baseline conditions, future conditions, the traffic/transportation impacts analysis, and mitigation measures.
- 6.2.2.2 Prepare EA (Preliminary Draft, Draft, and Final) in accordance with TxDOT Environmental Resource Publications (Standards of Uniformity, Memorandums of Understanding, etc.). The progression of each iteration of the document listed above is dependent on TxDOT reviews and public comment periods before the document may be advanced. **This Phase 1 scope and fee estimate does not include project management and other support necessary to advance the Draft and Final EA.**

### 6.3 Interdisciplinary Coordination

The task includes the effort required for coordination between the Preliminary Engineering and Environmental Documentation efforts necessary to adequately capture project impacts and identify mitigation measures.

- 6.3.1 Project Location Coordination to Determine Study Area – this task includes confirmation of the Phase 0 route determination and the communication of any changes in route, alignment, or stop location, to the environmental team for coordinating data collection, impact analysis, and proper documentation.
- 6.3.2 Determining Impacts Based on Preliminary Engineering – this task includes the coordination and data gathering efforts necessary to communicate specific impacts found during Preliminary Engineering to the environmental team for coordinating data collection, impact analysis, and proper documentation. The specific items for quantification are listed below.
  - 6.3.2.1 Quantifying Right-of-Way Impacts
  - 6.3.2.2 Quantifying Disturbed Area
  - 6.3.2.3 Documenting Traffic Impacts
  - 6.3.2.4 Other Impacts – may include quantification of the project’s specific interface with or proximity to a historical or cultural resource for analysis.

#### Deliverables:



- Need and Purpose Statement and Project Study Area Memorandum - will be delivered to the City and TxDOT via e-mail (.pdf). The Consultant will respond to one round of review comments before finalizing this deliverable. Upon receipt of comments, the Consultant will respond to the comments via email. The Consultant will revise the document and submit to the City and District via e-mail (.pdf) once the comments are resolved. The Draft Need and Purpose Statement and Project Study Area Memorandum will be considered to be complete upon receipt (via e-mail) of final approval by the City's PM.
- Noise/Vibration Report - will be delivered to the City and TxDOT for review and comment. The Consultant will respond to one round of review comments from the City and District. One hardcopy of the approved Noise/Vibration Report will be delivered to the City, and two hardcopies will be delivered to TxDOT (for the District and TxDOT – ENV) and one electronic copy in Microsoft Word format and Adobe .pdf format will be delivered to the City and TxDOT (District and ENV). The Noise/Vibration Report will be considered to be complete upon receipt (via e-mail) of final approval by the TxDOT.
- Historic Resources Report - will be delivered to the City and TxDOT for review and comment. the Consultant will respond to one round of review comments from the City and District before finalizing the Historic Resources Report. One hardcopy of the approved report will be delivered to the City, and six hardcopies will be delivered to TxDOT (for the District and TxDOT – ENV) and one electronic copy in Microsoft Word format and Adobe .pdf format will be delivered to the City and TxDOT (District and ENV). It is assumed that TxDOT (District and ENV) will coordinate directly with the THC for this deliverable. The report will be considered to be complete upon receipt (via e-mail) of final approval by TxDOT – ENV and the THC.
- EA (Preliminary Draft, Draft, and Final) - (*Note: all reviews by TxDOT will adhere to the review guidance and deadlines set forth in TAC, Title 43, Part 1, Chapter 2. Environmental Policy*).
  - Preliminary Draft EA - the Consultant will respond to one round of review comments from the City and TxDOT before finalizing the Preliminary Draft EA. One hardcopy of the approved Preliminary Draft EA will be delivered to the City, and two hardcopies will be delivered to TxDOT (for the District and TxDOT – ENV) and one electronic copy in Microsoft Word format and Adobe .pdf format will be delivered to the City and TxDOT (District and ENV). The Preliminary Draft EA will be considered to be complete upon receipt (via e-mail) of final approval by the TxDOT.
  - Draft EA - Upon receipt of comments from the City, District and ENV on the Preliminary Draft EA, the Consultant will revise the document and produce the Draft EA. No field work/site visits are anticipated for this deliverable. Two color hard copies of the Draft EA will be provided to the City and District and one electronic copy on CD in Microsoft Word format and Adobe .pdf format will be provided to the City and TxDOT. The Draft EA will be considered to be complete upon receipt (via e-mail) of final approval by the District.
  - Final EA - Upon receipt of comments from TxDOT on the Draft EA, the Consultant will revise the document and produce the Final EA for TxDOT. No field work/site visits are anticipated for this deliverable. Three color hardcopies will be provided to the City; five color hardcopies will be provided to ENV; two color hardcopies will be provided to TxDOT, and one electronic copy on CD in Microsoft Word format and Adobe .pdf format will be provided to the City, District and ENV. The Final EA will be considered to be complete upon receipt (via e-mail) of final approval by the District.

## **7. Conceptual Streetcar Operations, Route and Alignment**

### **7.1. Streetcar Operations**

- 7.1.1. Sun Metro Fare & Transfers Integration Plan – This task is not included in the scope of work for Phase 1**



*Coordinate with the City and Sun Metro to identify transfer and fare integration opportunities between the proposed streetcar, existing, and proposed transit services such as RTS. This task includes up to one preliminary coordination meeting.*

**Deliverables:**

- Preliminary Fare & Transfers Integration Plan

**7.1.2. Operations and Maintenance Plan**

Develop conceptual operating diagrams at a conceptual level to establish the general concept to establish general physical and operational needs or constraints (i.e. number of turnouts, operational limitations, etc.).

**Deliverables:**

- Preliminary Operations and Maintenance Technical Memorandum

**7.2. Extended Economic Development Analysis & Transit-Oriented Development Assessment– This task is not included in the scope of work for Phase 1**

**7.3. Design Criteria**

**7.3.1. Preliminary Design Criteria Document**

The consultant shall define a design approach applicable to the physical, operational and urban design issues posed by the alignment options and constraints. The design approach will conform to nationally accepted practices and reflect existing City public works standards as appropriate. The Basis of Design must be both comprehensive, defined with sufficient detail and approved by all stakeholders to complete preliminary engineering. The Basis of Design will address the following, at a minimum:

- Roadway and civil design approach (minimum lane width, drainage, ADA upgrades, etc.)
- Brief description of existing traffic signal equipment and any upgrades necessary for streetcar operations
- Streetcar stop design approach (type of shelter or canopy, size, etc.)
- Typical streetcar systems elements and design approach (substation requirements, type of OCS, etc.)
- Track elements (rail section, track structure, etc.)
- Approach to utility conflicts and relocation
- Other on-going or proposed projects along the alignment
- Vehicle assumptions
- Approach to structural evaluation.

**Deliverables:**

- Draft and Final Basis of Design document

**7.4. Alignment & Streetcar Stop Definition**

The Consultant will provide services for the proposed project route (street selection) defined below. Once selected, any changes to the project route will constitute a revision of the Phase 1 scope of work.

The exact alignment will be finalized. The Oregon / Stanton Street corridor is planned to be used on the north side of the project, ending with either a stub-ended terminal on Cincinnati Street or a loop to



access the Glory Road Transfer Center. A loop will be provided around the south side of the project. South of Main Street, the route will end at either 5th or 7th Avenue in the Golden Horseshoe area or a loop along 5th Avenue to Santa Fe Street.

The following tasks are not included in the scope of work for Phase 1:

- 7.4.1. *Alignment & Stop Location Design Charrette*
- 7.4.2. *Advance the Phase 0 Alignment*
- 7.4.3. *City and Stakeholder Meetings*
- 7.4.4. *Alignment Selection Report*

## 7.5. Best-Lane Analysis

In order to optimize the alignment within the selected streets the consultant will develop and execute a "best-lane analysis." The goal of this task to establish the most cost effective alignment that meets the goals and objectives of all parties. Activities include:

- 7.5.1. *Typical Section Design Charrette*– **This task is not included in the scope of work for Phase 1**
- 7.5.2. *Advanced Alignment Definition*

The Consultant will develop typical sections and utilize previously developed roll plots alignment for the best lane analysis including center running versus side running and identifying potential terminus configuration options. A maximum of two alternative typical sections will be provided for discussion at each of up to fifteen (15) locations along the proposed route (including the non-revenue route to the preferred Maintenance and Storage Facility site). After discussion and a maximum one-week review period the City will provide the Consultant with a determination of the preferred alternative typical sections at each location along the route, resulting in the final conceptual alignment to be advanced into preliminary engineering. A conceptual roll plot at 1"=100' scale will be prepared showing the location of the alignment within the existing street network and proposed stops.

- 7.5.3. *Best-Lane Analysis Report*– **This task is not included in the scope of work for Phase 1**

### Deliverables:

- Conceptual Typical Sections
- Conceptual Alignment Maps

## 7.6. Maintenance and Storage Facility (MSF)

- 7.6.1. *Facility Site Evaluation and Selection Plan*

It is assumed that the proposed Maintenance and Storage Facility will be located on the City parking lot directly south of the Bert Williams Downtown Santa Fe Transit Center, accessed by a non-revenue, single-tracked alignment on W. Father Rahm Avenue from Mesa Street. The consultant will provide services related to the above described sites and any revisions to the Maintenance and Storage Facility location or non-revenue access will constitute a revision of the Phase 1 scope of work.

## 8. Preliminary Engineering



This task includes preparing engineering drawings required to sufficiently define the project to gain environmental clearance. The following is the scope outline of the drawings required. It is assumed that following the completion of the alignment definition process (Task 7) that up to two Preliminary Engineering submittals will be made to the City including an interim Preliminary Engineering submittal and the final Preliminary Engineering Submittal. This task also includes the development of quantity estimates for all items to be used in the Task 2 Preliminary Opinion of Probable Cost.

## 8.1. Alignment and Track Design

### 8.1.1. Track Alignment

Define the horizontal and vertical track alignment and advance the design to set the trackway centerline and to determine the limits of construction. Identify areas where right-of-way restrictions, historical or archeological concerns, or major utility/traffic conflicts will limit the ability to adjust the horizontal alignment. Recommend track alignment which minimizes restriction and impacts. Develop conceptual track design in conjunction with roadway design. Determine speed restrictions, if any. Provide recommendations to solve restrictions and signaling issues. Determine required locations for crossovers, and storage tracks and include in the track alignment plans. Determine stop location and type (consideration of median and side stops will be considered to reduce impacts to curb and sidewalk). Impacts and accommodation for bicycle safety will be considered and evaluated.

### 8.1.2. Rail and Special Trackwork– This task is not included in the scope of work for Phase 1

#### Deliverables:

- Preliminary Horizontal Alignment Data Sheet (up to 6 sheets)
- Preliminary Track Plan and Profile Sheets (up to 90 sheets)

## 8.2. Maintenance and Storage Facility (MSF)

### 8.2.1. Functional Planning for MSF Maintenance Operations

Review vehicle maintenance and storage needs. Develop functional layout for the maintenance facility building. Review proposed maintenance facility location. Prepare preliminary site layout requirements. Consult with local planning officials to determine design requirements and establish framework for coordination and review with local agencies for maintenance facility site designs. Prepare graphics for presentation of concepts. Coordinate with civil design tasks.

### 8.2.2. Preliminary Site Layout and Preliminary Design

Coordinate with architectural design tasks. Develop preliminary design of grading, drainage and utilities. Develop design of site fencing, parking areas, and access drives. Confirm footprint for maintenance facility building. Prepare preliminary yard storage track vertical and horizontal alignment. Develop yard special trackwork requirements. Prepare conceptual site layout plans, sections and details. Prepare cost and quantity estimates.

#### Deliverables:

- Preliminary Architectural Programming & Plans
- Preliminary Facility Site Plans
- Preliminary Site Sections and Details



### 8.3. Civil/Roadway

#### 8.3.1. Utilities

The consultant will prepare preliminary engineering design plans for public utility lines for local jurisdictions, based on the proposed alignment. It is assumed that private/franchise utilities will be relocated “by others” and required relocations for private/franchise will be identified as such in the Utility Relocation Composite Plans. As-Built/Record drawings of utility and drainage facilities will be obtained from local jurisdictions and private utility companies along the proposed alignment and will be utilized to develop the Existing Utility Composite Plans. The Existing Utility Composite Plans will also incorporate the SUE information obtained in Task 5.5. Potential utility conflicts will be identified.

#### Deliverables:

- Preliminary Utility Conflict Plans (up to 60 sheets)

#### 8.3.2. Street Reconstruction

The consultant will prepare preliminary street reconstruction designs to be incorporated onto the streetcar guideway plan and profile sheets. This design will be performed to a level sufficient to determine paving limits, sidewalk modifications, and the extent of any other civil roadway improvements to establish the project’s “disturbed area”.

#### Deliverables:

- Horizontal Control Plans (up to 6 sheets)
- Preliminary Typical Sections (up to 20 sheets) Streetscape

#### 8.3.3. Drainage Design

##### 8.3.3.1. Investigate Existing Drainage Issues

Review existing FEMA FIS/CLOMRs/LOMRs - A CLOMR/LOMR will not be submitted for this project. Review site specific flood issues identified in El Paso Master Drainage Plan - This project design will not attempt to solve any existing flooding issues within the project area. Review applicable drainage criteria in City of El Paso Drainage Design Manual (DDM) - This project design will not attempt to upgrade the drainage capacity of any existing roadways that do not meet the drainage criteria.

##### 8.3.3.2. Analyze Project Impacts on Existing Drainage

Delineate existing and proposed watersheds. Drainage areas from the El Paso Master Drainage Plan (EPMDP) will be subdivided using the best available LiDAR topography, but the original EPMDP watershed boundaries will not be altered. Proposed drainage areas will only differ from existing watersheds in cases where significant curb, inlet, or roadway modifications are proposed.

Estimate existing and proposed runoff flows - The rational method will be used to calculate 100-year and 10-year flows for sub-watersheds

Estimate existing and proposed flow depths in roadways - Cross sections of roadways (ROW to ROW) will only be evaluated for changes in flow depth at locations where significant curb, inlet, or roadway modifications are proposed. The Manning’s equation will be used to estimate changes in capacities. Following initial concept design discussions, 10 locations within the project area will be chosen for surveyed road cross sections. These representative cross sections will be used in project hydraulic analyses. Storm sewer capacities will not be analyzed.



Analyze drainage effects of modified roadway cross sections, curbs, or inlet configurations. If a roadway cross section is significantly modified, the effects at the cross section location and downstream will be evaluated based on the increases or decreases in depth for the 100-year and 10-year flows. If a curb inlet needs to be relocated due to this project, the same size inlet will be moved to a location as long as it meets existing system capacity.

The Consultant will provide one 2-day site visit for two drainage engineers and a bi-weekly coordination meeting via conference calls.

#### 8.3.3.3. Preliminary Drainage Design Plans and Drainage Report

##### **Deliverables:**

- Preliminary drainage area plans (up to 17 sheets)
- Preliminary drainage calculation plan sheets (up to 3 sheets)
- Preliminary Drainage Technical Memorandum to include existing and proposed watershed area maps, description of drainage analysis, proposed changes to drainage infrastructure, and construction cost estimates for additional, removed, or modified drainage infrastructure proposed in the design.

### **8.4. Structural**

This task will structurally evaluate the existing Stanton Street overpass over IH 10 and coordinate with the programmed replacement of the Stanton Street Bataan Memorial Railway overpass.

#### 8.4.1. Bridges

##### 8.4.1.1. IH 10 Overpasses - Preliminary Structural Evaluation

The intent of this project is to collect, collate, review, and supplement the available information related to the existing IH 10 overpasses in order to support continued streetcar infrastructure development.

The intent of the Preliminary Structural Evaluation is to evaluate the structure as compared to the most recent Load Rating, In-Depth and Routine bridge inspection reports provided by TxDOT, ascertain the overall general condition of the structure, and determine the extent of addition inspection and testing required to estimate service life and determine if capacity is sufficient to warrant the intended investment by the City.

##### **Assumptions:**

- As-built plans of original structure exist
- As-built plans for any structural modifications completed exist
- As-built plans are deemed accurate and acceptable by the Consultant
- An In-depth inspection as defined in the National Bridge Inspection Standards (NBIS) has been performed in the past 5 years and the report is available to the Consultant
- A Routine inspection as defined in the NBIS has been performed in the past two years and the report available to the Consultant
- A calculated Load Rating Report including associated bridge conditions at the time of evaluation, any assumptions used for calculation, and supporting calculations have been performed and are available to the Consultant
- Desired service life of the structure shall be provided by the City
- Access permits required to access the structure will be provided by the City



- Use of snoopers trucks and/or other specialized access equipment is not required

#### References:

The Preliminary Evaluation shall utilize the following as reference:

- Bridge Inspection Manual, TxDOT
- AASHTO Manual for Bridge Evaluation, 1st Edition with Revisions
- National Bridge Inspection Standards, US DOT
- Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges (Report No. FHWA-PD-96-0010)

#### Exclusions:

The following items are excluded from the Preliminary Evaluation work and may be considered as supplemental work to be negotiated at a later date:

- Direct communication, coordination or correspondence with TxDOT, FHWA, FTA or other similar government agencies requiring ultimate approval of the proposed modifications
- Coordination or preparation of federal, state or local permits, regulatory or statutory obligations required for approval and implementation of proposed modifications
- In-depth bridge inspections in accordance with NBIS standards.
- Geotechnical testing, non-destructive testing or any sampling required to determine the suitability of the proposed overpass modifications

#### Deliverables:

- Letter Report containing the following:
  - A summary of the existing condition information for the existing IH 10 overpasses
  - A report of the evaluation of the proposed streetcar alignment alternatives and the structural feasibility of the existing IH 10 overpasses for proposed modifications
  - Record of coordination activities with TxDOT, FHWA and the City on the condition and suitability of the proposed modifications on existing IH 10 overpasses
  - Preliminary bridge modification details consisting of a Typical Bridge Section, a draft Bridge Layout and an engineer's estimate of the probable cost of construction

#### 8.4.1.2. Bataan Memorial Trainway Overpass - Preliminary Structural Coordination

The intent of this task is to coordinate the design and incorporation of a streetcar guideway into the Stanton Street overpass of the Bataan Memorial Trainway which is assumed to be programmed for replacement concurrent or prior to the construction of this project.

#### Assumptions:

- The Stanton Street overpass will be upgraded/replaced as programmed by the City prior to or concurrent with the implementation of the streetcar project

8.4.2. *Streetcar Stop Canopy* – This task is not included in the scope of work for Phase 1.

### 8.5. Traffic Engineering

#### 8.5.1. Traffic Analysis

##### 8.5.1.1. Traffic Analysis



Model scenarios for existing 2012 conditions, opening year no-build, and opening year build conditions. Provide operational analysis for all scenarios (use City Synchro model), provide traffic analysis results.

**8.5.1.2. Traffic Simulation Analysis with VISSIM – This task is not included in the scope of work for Phase 1**

**8.5.1.3. Traffic 3-D Animation – This task is not included in the scope of work for Phase 1.**

**8.5.2. Existing Conditions Evaluation**

Existing conditions evaluation to include roadways, traffic control, traffic volumes (does not include parking inventory or analysis)

**8.5.3. Future Year Traffic Forecasts**

Future year traffic forecast for Build Alternate (1) – adjust existing volumes by an approved annual growth rate to opening year

**8.5.4. Traffic Engineering– This scope of work shall be included in the scope of work for a future Phase.**

**8.6. Stop Design**

**8.6.1. Streetcar Stop Design**

Certain elements of stop design should be addressed to assure that issues related to the urban design character of El Paso are adequately addressed. The issues that should be determined and resolved early in the process relate to station access and community/neighborhood interface. These are:

- Identify any neighborhood issues or requirements that should be considered.
- Identify and develop urban design guidelines related to streetcar stops and coordinate those guidelines through the stakeholder working group.
- Identify any site access issues including roadway access, pedestrian access, and pedestrian flow to and on the platform, intermodal access & ADA access to both the station site and platform. Vehicle/platform requirements related to ADA requirements will also be addressed.
- Identify adjacent property restrictions/conflicts including possible joint use or pedestrian/vehicle flow issues, security, noise, lighting, and visual screening.
- Identify site geometrics issues.
- Evaluate location, type, size of streetcar stops. In this task median and side platform stations will be evaluated. Stop size and platform length will also require coordination relative to vehicle specifications and manufacturer.

**8.6.1.1. Streetcar Stop Conceptual Architecture – This scope of work may be included in the scope of work for a future Phase.**

**Deliverables:**

- Preliminary Stop Design Concept Layouts/Sections

**8.6.1.2. Streetcar Stop Areas – This scope of work may be included in the scope of work for a future Phase.**

**8.6.2. Early Coordination Meeting with Architect and City Staff for stop design – This scope of work may be included in the scope of work for a future Phase.**

**8.7. Systems Engineering**



**8.7.1. Traction Power System**

**8.7.1.1. Overhead Contact System (OCS) – This scope of work shall be included in the scope of work for a future Phase.**

**8.7.1.2. Traction Power Substations (TPSS):** The consultant will participate in a meeting with the City of El Paso to review technology requirements with specific focus on available “city owned or usable” real estate for substation locations. LTK will prepare a short (approximately 10 pages) Basis of Design document with a ROM cost estimate and develop “summary level” drawings for a typical substation location. As part of this effort, the consultant’s traction power specialist will travel to El Paso on 1 occasion, but not more often unless specifically agreed.

**The City will provide identification of usable real estate for the TPSS sites.**

**Deliverables:**

- Preliminary TPSS Requirements & Siting Report

**8.7.1.3. Corrosion Control – This scope of work shall be included in the scope of work for a future Phase.**

**8.7.2. Communications – This scope of work shall be included in the scope of work for a future Phase.**

**8.7.3. Signaling – This scope of work shall be included in the scope of work for a future Phase.**

**8.7.4. Fare Collection – This scope of work shall be included in the scope of work for a future Phase.**

**8.8. Streetcar Branding & Marketing Plan – This scope of work may be included in the scope of work for a future Phase.**

**8.9. Long Lead Items – This scope of work may be included in the scope of work for a future Phase.**



Attachment "B0"  
Phase 0 - Report Phase  
PE and EA for El Paso Streetcar  
Fee Estimate  
URS CORPORATION

	URS	Alta	AAI	Concession	CS	DE	FXSA	HMMH	JEGA	LTK	Mci	PSI	WPM	Task Hours	Task Fee
<b>1. Project Management</b>															
Labor Hours														0	\$ -
Labor Costs	76													76	\$ -
	\$ 13,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,410
<b>2. Capital Cost Estimates &amp; Operations Costs Plans</b>															
Labor Hours														0	\$ -
Labor Costs														0	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3. Vehicles</b>															
Labor Hours														0	\$ -
Labor Costs										18				18	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,374	\$ -	\$ -	\$ -	\$ -	\$ 3,374
<b>4. Public Involvement</b>															
Labor Hours														0	\$ -
Labor Costs														0	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>5. Data Collection</b>															
Labor Hours														0	\$ -
Labor Costs	86													86	\$ -
	\$ 9,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,190
<b>6. Environmental Documentation</b>															
Labor Hours														0	\$ -
Labor Costs														0	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7. Conceptual Streetcar Route and Alignment</b>															
Labor Hours														0	\$ -
Labor Costs	102													102	\$ -
	\$ 12,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,300
<b>8. Preliminary Engineering</b>															
Labor Hours														0	\$ -
Labor Costs	40													40	\$ -
	\$ 4,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,640
Total Labor Hours										18				322	\$ -
Total Labor Cost	\$ 39,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,374	\$ -	\$ -	\$ -	\$ -	\$ 42,914
Travel Costs	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
Total	\$ 46,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,374	\$ -	\$ -	\$ -	\$ -	\$ 49,914



PE and EA for El Paso Streetcar  
 Phase 1 - Preliminary Design Phase  
 Attachment B - Fee Estimate  
 URS CORPORATION

	URS	Alta	AAI	Concussion	CS	DE	FXSA	HMMH	JEGA	LTK	Mci	PSI	WPM	Task Hours	Task Fee
<b>1. Project Management</b>															
Labor Hours	930	-	-	-	-	-	-	-	-	-	-	-	-	930	
Labor Costs	\$ 136,385	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 136,385
<b>2. Capital Cost Estimates &amp; Operations Costs Plans</b>															
Labor Hours	116	-	-	-	-	-	-	-	-	-	-	-	-	116	
Labor Costs	\$ 15,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15,020
<b>3. Vehicles</b>															
Labor Hours	28	-	-	-	-	-	-	-	-	34	-	-	-	62	
Labor Costs	\$ 4,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,382	\$ -	\$ -	\$ -		\$ 10,422
<b>4. Public Involvement</b>															
Labor Hours	200	-	-	-	-	-	-	-	-	-	-	-	-	200	
Labor Costs	\$ 25,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 25,800
<b>5. Data Collection</b>															
Labor Hours	60,00	-	-	-	-	-	1,256	-	-	-	-	-	-	1,316	
Labor Costs	\$ 8,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 138,996
<b>6. Environmental Documentation</b>															
Labor Hours	2440	-	-	-	-	-	-	520	-	-	-	-	-	2,960	
Labor Costs	\$ 289,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,200	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 355,430
<b>7. Conceptual Streetcar Route and Alignment</b>															
Labor Hours	488	-	-	-	-	-	-	-	-	-	-	-	-	488	
Labor Costs	\$ 63,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 63,020
<b>8. Preliminary Engineering</b>															
Labor Hours	2294	-	88	-	-	-	-	-	-	193	200	-	396	3,171	
Labor Costs	\$ 255,020	\$ -	\$ 10,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,024	\$ 15,508	\$ -	\$ 42,924		\$ 357,296
Total Labor Hours	6556	-	88	-	-	-	1,256	520	-	227	200	-	396	9,243	
Total Labor Cost	\$ 797,165	\$ -	\$ 10,820	\$ -	\$ -	\$ -	\$ 130,346	\$ 66,200	\$ -	\$ 39,406	\$ 15,508	\$ -	\$ 42,924		\$ 1,102,369
Travel Costs	\$ 61,923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -		\$ 65,523
Other Direct Costs	\$ 30,039	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 394	\$ 465	\$ -	\$ -		\$ 32,098
Total	\$ 889,127	\$ -	\$ 11,820	\$ -	\$ -	\$ -	\$ 130,546	\$ 66,200	\$ -	\$ 43,400	\$ 15,973	\$ -	\$ 42,924		\$ 1,199,990

PE and EA for El Paso Streetcar													
Phase 1 - Preliminary Design Phase													
Attachment B - Fee Estimate													
		Consultant:		URS									
URS CORPORATION													
		Project Manager	Senior Engineer	Engineer	EIT	Sr. ENV Scientist	ENV Scientist	Sr. GIS / CADD	GIS / CADD	Contract Admin	Admin		
2.53213	Title:	\$ 85	\$ 65	\$ 45	\$ 35	\$ 60	\$ 35	\$ 48	\$ 35	\$ 50	\$ 30		
	Rate:	\$ 220	\$ 165	\$ 115	\$ 90	\$ 155	\$ 90	\$ 125	\$ 90	\$ 130	\$ 80		
												Task Hours	Task Fee
<b>1. Project Management</b>													
1.1. Project Management													
		-	-	-	-	-	-	-	-	-	-	-	\$ -
	1.1.1. Project Supervision	92	72	42	-	-	-	-	-	16	26	248	\$ 41,110
	1.1.2. Project Management Team Meetings	60	72	-	-	-	-	-	-	16	72	220	\$ 32,920
	1.1.3. Project Decision Tracking	24	16	24	-	-	-	-	-	-	12	76	\$ 11,640
1.2. Project Schedule Control													
	1.2.2. Schedule Updates	20	24	24	-	-	-	-	-	-	6	74	\$ 11,600
1.3. Project Progress Reporting													
	1.3.1. Monthly Invoice and Progress Reports	6	9	-	-	-	-	-	-	-	12	-	\$ -
1.4. Quality Management Plan													
	1.4.1. Quality Management Plan	-	8	12	8	-	-	-	-	-	8	36	\$ 4,050
	1.4.2. Quality Reviews	16	32	16	12	40	20	8	4	-	12	160	\$ 22,040
1.5. Document/CADD Control													
	1.5.1. Project CADD Manual	-	2	4	8	-	-	8	24	-	3	47	\$ 4,980
		-	2	4	8	-	-	8	16	-	4	42	\$ 4,270
	Labor Hours	218	239	130	28	40	20	24	44	32	155	930	
	Labor Costs	\$ 47,960	\$ 39,435	\$ 14,950	\$ 2,520	\$ 6,200	\$ 1,800	\$ 3,000	\$ 3,960	\$ 4,160	\$ 12,400		\$ 136,385
<b>2. Capital Cost Estimates &amp; Operations Costs Plans</b>													
2.1. Conceptual Opinion of Probable Cost													
	2.1.1. Opinion of Probable Cost Methodology Report	4	8	12	4	-	-	-	-	-	-	28	\$ 3,940
2.2. Opinion of Probable Cost													
	2.2.1. Opinion of Probable Cost	8	16	40	16	-	-	-	-	-	8	88	\$ 11,080
	Labor Hours	12	24	52	20	0	0	0	0	0	8	116	
	Labor Costs	\$ 2,640	\$ 3,960	\$ 5,980	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640		\$ 15,020
<b>3. Vehicles</b>													
3.1. Operational Design Criteria													
	3.1.1. Identify Vehicle Type	2	4	8	-	-	-	-	-	-	-	14	\$ 2,020
3.3. Draft Contract Conditions Vehicle Purchase													
	3.3.1. Draft Vehicle Contract Conditions for Purchase of Vehicle	2	4	8	-	-	-	-	-	-	-	14	\$ 2,020
	Labor Hours	4	8	16	0	0	0	0	0	0	0	28	
	Labor Costs	\$ 880	\$ 1,320	\$ 1,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,040
<b>4. Public Involvement</b>													
4.1. Public Involvement Plan													
	4.2. Public meeting	14	4	-	-	16	20	2	16	-	8	80	\$ 10,350
	4.3. Public hearing	12	4	-	-	20	20	2	12	-	8	78	\$ 10,170
	Labor Hours	30	8	0	0	52	56	4	28	0	22	200	
	Labor Costs	\$ 6,600	\$ 1,320	\$ -	\$ -	\$ 8,060	\$ 5,040	\$ 500	\$ 2,520	\$ -	\$ 1,760		\$ 25,800
<b>5. Data Collection</b>													
5.2. Traffic Count Collection													
	5.3. Control Surveys	-	4	16	-	-	-	-	-	-	-	20	\$ 2,500
	5.3.1. Establish Horizontal Control	2	2	4	-	-	-	-	-	-	-	8	\$ 1,230
	5.3.2. Establish Vertical Control	-	-	-	-	-	-	-	-	-	-	-	\$ -
	5.3.3. Provide Real Time GPS Ground Support for LIDAR	-	-	-	-	-	-	-	-	-	-	-	\$ -

PE and EA for El Paso Streetcar													
Phase 1 - Preliminary Design Phase													
Attachment B - Fee Estimate													
URS CORPORATION													
Consultant: URS													
	Title:	Project Manager	Senior Engineer	Engineer	EIT	Sr. ENV Scientist	ENV Scientist	Sr. GIS / CADD	GIS / CADD	Contract Admin	Admin		
2.53213	Raw:	\$ 85	\$ 65	\$ 45	\$ 35	\$ 60	\$ 35	\$ 48	\$ 35	\$ 50	\$ 30		
	Rate:	\$ 220	\$ 165	\$ 115	\$ 90	\$ 155	\$ 90	\$ 125	\$ 90	\$ 130	\$ 80		
												Task Hours	Task Fee
5.4.	Topographic Surveys	-	-	-	-	-	-	-	-	-	-	-	-
5.4.1.	Topographic Survey Plans	2	2	4	-	-	-	-	-	-	-	8	\$ 1,230
5.4.2.	Digital Terrain Model	2	2	4	-	-	-	-	-	-	-	8	\$ 1,230
5.5.	Existing Utility Survey	-	-	-	-	-	-	-	-	-	-	-	-
5.5.1.	ASCE Quality Level D Existing Utility Composite Maps	2	2	4	-	-	-	-	-	-	-	8	\$ 1,230
5.6.	Right-of-Way Survey	-	-	-	-	-	-	-	-	-	-	-	-
5.6.1.	Right-of-Way plan	2	2	4	-	-	-	-	-	-	-	8	\$ 1,230
Labor Hours		10	14	36	0	0	0	0	0	0	0	60	
Labor Costs		\$ 2,200	\$ 2,310	\$ 4,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,650
6.	Environmental Documentation	-	16	24	8	-	-	-	-	-	-	48	\$ 6,120
6.1.	Environmental Scoping	-	-	-	-	-	-	-	-	-	-	-	-
6.1.1	Environmental Scoping Meetings	16	8	-	-	20	-	-	-	-	2	46	\$ 8,100
6.1.2	Environmental Document Scope	4	4	-	-	12	-	-	-	-	2	22	\$ 3,560
6.2.	Environmental Documentation	-	-	-	-	-	-	-	-	-	-	-	-
6.2.1	Need and Purpose Statement and Project Study Area Memorandum	8	8	8	-	12	32	2	24	-	-	94	\$ 11,150
6.2.2	Environmental Assessment	-	-	-	-	-	-	-	-	-	-	-	-
6.2.2.1	Data Analysis	-	-	-	-	-	-	-	-	-	-	-	-
6.2.2.1.1	Analysis of social and economic impacts	4	2	-	-	40	60	2	24	-	-	132	\$ 15,220
6.2.2.1.2	ICI studies	4	2	-	-	40	80	2	24	-	-	152	\$ 17,020
6.2.2.1.3	Air Quality Analysis	4	2	-	-	24	40	-	-	-	-	70	\$ 8,530
6.2.2.1.4	Noise/Vibration Analysis and Report	10	2	-	-	16	16	-	-	-	-	44	\$ 6,450
6.2.2.1.5	Biological Studies	4	2	-	-	16	16	2	8	-	-	48	\$ 6,100
6.2.2.1.6	Water Quality Studies	4	2	-	-	16	40	2	16	-	-	80	\$ 8,980
6.2.2.1.7	Hazardous Materials Studies	4	2	-	-	24	40	4	24	-	-	98	\$ 11,190
6.2.2.1.8	Archeological Studies	4	2	-	-	16	24	2	8	-	-	56	\$ 6,820
6.2.2.1.9	Historic Resource Studies and Report	14	-	-	-	172	446	-	-	-	12	644	\$ 70,840
6.2.2.1.10	Traffic Analysis and Report	10	8	48	72	-	-	-	24	-	12	174	\$ 18,640
6.2.2.2	Prepare EA	-	-	-	-	-	-	-	-	-	-	-	-
6.2.2.2.1	Preliminary Draft EA	20	8	16	-	40	80	12	40	-	16	232	\$ 27,340
6.2.2.2.2	Draft EA	16	4	16	-	24	60	4	32	-	12	168	\$ 19,480
6.2.2.2.3	Final EA	8	2	8	-	16	40	2	16	-	8	100	\$ 11,420
6.3.	Interdisciplinary Coordination	-	-	-	-	-	-	-	-	-	-	-	-
6.3.1.	Project Location Coordination to Determine Study Area	6	-	-	-	2	4	-	-	-	-	12	\$ 1,990
6.3.2.	Determining Impacts Based on Preliminary Engineering	-	-	-	-	-	-	-	-	-	-	-	-
6.3.2.1.	Quantifying Right-of-Way Impacts	12	4	8	8	2	4	-	-	-	4	42	\$ 5,930
6.3.2.2.	Quantifying Disturbed Area	12	4	8	8	2	4	-	-	-	4	42	\$ 5,930
6.3.2.3.	Documenting Traffic Impacts	18	10	20	30	8	-	-	-	-	8	94	\$ 12,490
6.3.2.4.	Other Impacts	12	4	8	8	2	4	-	-	-	4	42	\$ 5,930
Labor Hours		194	96	164	134	504	990	34	240	0	84	2,440	
Labor Costs		\$ 42,680	\$ 15,840	\$ 18,860	\$ 12,060	\$ 78,120	\$ 89,100	\$ 4,250	\$ 21,600	\$ -	\$ 6,720	\$ -	\$ 289,230
7.	Conceptual Streetcar Route and Alignment	-	-	-	-	-	-	-	-	-	-	-	-
7.3.	Design Criteria	-	-	-	-	-	-	-	-	-	-	-	-
7.3.1.	Preliminary Design Criteria Document	24	32	72	32	16	-	-	-	-	24	200	\$ 26,120
7.4.	Alignment & Streetcar Stop Definition	12	20	40	40	-	-	-	24	-	-	136	\$ 16,300
7.5.	Best-Lane Analysis	-	-	-	-	-	-	-	-	-	-	-	-
7.5.2.	Advanced Alignment Definition	24	40	32	40	-	-	-	16	-	-	152	\$ 20,600

PE and EA for El Paso Streetcar														
Phase 1 - Preliminary Design Phase														
Attachment B - Fee Estimate														
		Consultant:		URS										
URS CORPORATION														
		Project Manager	Senior Engineer	Engineer	EIT	Sr. ENV Scientist	ENV Scientist	Sr. GIS / CADD	GIS / CADD	Contract Admin	Admin			
2.53213	Title:	\$ 85	\$ 65	\$ 45	\$ 35	\$ 60	\$ 35	\$ 48	\$ 35	\$ 50	\$ 30			
	Rate:	\$ 220	\$ 165	\$ 115	\$ 90	\$ 155	\$ 90	\$ 125	\$ 90	\$ 130	\$ 80			
												Task Hours	Task Fee	
Labor Hours		60	92	144	112	16	0	0	40	0	24	488		
Labor Costs		\$ 13,200	\$ 15,180	\$ 16,560	\$ 10,080	\$ 2,480	\$ -	\$ -	\$ 3,600	\$ -	\$ 1,920		\$ 63,020	
<b>8. Preliminary Engineering</b>														
8.1. Alignment and Track Design													-	\$ -
8.1.1. Track Alignment													-	\$ -
8.1.1.1. Preliminary Horizontal Alignment Data Sheet													8	\$ -
8.1.1.3. Preliminary Track Plan and Profile Sheets													16	\$ 5,240
8.1.2. Rail and Special Trackwork													-	\$ -
8.2. Maintenance and Storage Facility (MSF)													-	\$ -
8.2.1. Functional Planning for MSF Maintenance Operations													2	\$ 2,680
8.2.2. Preliminary Site Layout and Design													4	\$ 6,250
8.3. Civil/Roadway													-	\$ -
8.3.1. Utilities													-	\$ -
8.3.1.1. Preliminary Utility Conflict Plans													-	\$ -
8.3.1.1.2. Utility Coordination Meeting													2	\$ 2,020
8.3.1.2. Preliminary Utility Relocation Design Plans													-	\$ -
8.3.1.2.1. Sanitary Sewer Service Design													2	\$ 2,020
8.3.2. Street Reconstruction													-	\$ -
8.3.2.1. Horizontal Control Plans													2	\$ 11,800
8.3.2.2. Preliminary Street Reconstruction Plans													2	\$ 29,460
8.3.2.3. Preliminary Typical Sections													-	\$ 23,620
8.3.3. Drainage Design													-	\$ -
8.3.3.1. Investigate Existing Drainage Issues													-	\$ 5,590
8.3.3.2. Analyze Project Impacts on Existing Drainage													-	\$ 24,520
8.3.3.3. Drainage Design Plans and Drainage Report													2	\$ 16,350
8.4. Structural													-	\$ -
8.4.1. Bridges													-	\$ -
8.4.1.1. IH-10 Overpasses													-	\$ -
8.4.1.1.1. Engineering Report Confirming Suitability of Affected Overpasses detailing repair or reconstruction work													12	\$ 13,840
8.4.1.1.2. Preliminary TxDOT/FHWA coordination													10	\$ 5,820
8.4.1.1.3. Preliminary bridge modification plans													2	\$ 1,100
8.4.1.2. Bataan Memorial Trainway Overpasses													10	\$ 14,700
8.4.2. Streetcar Stop Canopy													-	\$ -
8.4.2.1. Preliminary Structural Design													-	\$ -
8.5. Traffic Engineering													-	\$ -
8.5.1. Traffic Analysis													-	\$ -
8.5.1.1. Traffic Analysis													-	\$ 1,320
8.5.1.2. Traffic Simulation Analysis with VISSIM													-	\$ -
8.5.1.3. Traffic 3-D Animation													-	\$ -
8.5.2. Existing Conditions Evaluation													-	\$ -
8.5.2.1. Existing Conditions Evaluation													-	\$ 1,320
8.5.3. Future Year Traffic Forecasts													-	\$ -
8.5.3.1. Future Year Traffic Forecast													-	\$ 330
8.6. Stop Design													-	\$ -

PE and EA for El Paso Streetcar																								
Phase 1 - Preliminary Design Phase																								
Attachment B - Fee Estimate																								
URS CORPORATION																								
													Consultant:	URS										
													Project Manager	Senior Engineer	Engineer	EIT	Sr. ENV Scientist	ENV Scientist	Sr. GIS / CADD	GIS / CADD	Contract Admin	Admin		
2.53213	Title:	\$ 85	\$ 65	\$ 45	\$ 35	\$ 60	\$ 35	\$ 48	\$ 35	\$ 50	\$ 30													
	Rate:	\$ 220	\$ 165	\$ 115	\$ 90	\$ 155	\$ 90	\$ 125	\$ 90	\$ 130	\$ 80													
8.6.1. Streetcar Stop Design											18	24	48	56	-	-	-	16	-	-	Task Hours	Task Fee		
Labor Hours											92	230	592	618	0	0	130	612	4	16	162	\$ 19,920		
Labor Costs											\$ 20,240	\$ 37,950	\$ 68,080	\$ 55,620	\$ -	\$ -	\$ 16,250	\$ 55,080	\$ 520	\$ 1,280	2,294	\$ 255,020		
Total Labor Hours											620	711	1134	912	612	1066	192	964	36	309	6,556			
Total Labor Cost											\$ 136,400	\$ 117,315	\$ 130,410	\$ 82,080	\$ 94,860	\$ 95,940	\$ 24,000	\$ 86,760	\$ 4,680	\$ 24,720		\$ 797,165		
<b>Direct Costs</b>													Quantity	Cost per	Total									
Travel Costs																								
Lodging													114	Night	\$ 150	\$ 17,100								
Meals													159	Days	\$ 40	\$ 6,360								
Rental Car													150	Days	\$ 75	\$ 11,250								
Airfare - Texas													34	R/T	\$ 450	\$ 15,300								
Airfare - Portland													15	R/T	\$ 750	\$ 11,250								
Mileage													1300	Miles	\$ 0.51	\$ 663								
<b>Other Direct Costs</b>																								
Reproduction													1	LS	\$ 5,000	\$ 5,000								
Overnight Deliveries													40	Ea	\$ 50	\$ 2,000								
Postage													1	LS	\$ 1,000	\$ 1,000								
Meeting Display Boards													1	LS	\$ 2,000	\$ 2,000								
Meeting Facility Rental													1	LS	\$ 1,000	\$ 1,000								
Court Reporter													1	LS	\$ 500	\$ 500								
Newspaper (major)													1	LS	\$ 8,000	\$ 8,000								
Newspaper (Spanish)													1	LS	\$ 8,000	\$ 8,000								
A/V Vendor													1	LS	\$ 1,000	\$ 1,000								
Interpreter													1	LS	\$ 539	\$ 539								
Hazardous Materials Database Search Report													1	LS	\$ 1,000	\$ 1,000								
Travel Costs																								\$ 61,923
Other Direct Costs																								\$ 30,039
<b>Total</b>																								\$ 889,127

PE and EA for El Paso Streetcar															
Phase 1 - Preliminary Design Phase															
Attachment B - Fee Estimate															
URS CORPORATION															
		Consultant:	Alvidrez												
		Title:	Project Manager	Senior Architect	Architect	CAD	Graphic	Intern	Struct.	Mech.	Elect.	Admin			
		Rate:	\$ 190	\$ 130	\$ 85	\$ 75	\$ 60	\$ 65	\$ 170	\$ 155	\$ 175	\$ 48			
													Task Hours	Task Fee	
<b>8. Preliminary Engineering</b>															
8.2. Maintenance and Storage Facility (MSF)													0	\$ -	
8.2.1. Functional Planning for MSF Maintenance Operations													0	\$ -	
Labor Hours		16	16	12	16	12			8			8	88	\$ 10,820	
Labor Costs		\$ 3,040	\$ 2,080	\$ 1,020	\$ 1,200	\$ 720	\$ -	\$ 1,360	\$ -	\$ 1,400	\$ -			\$ 10,820	
Total Labor Hours		16	16	12	16	12	0	8	0	8	0		88		
Total Labor Cost		\$ 3,040	\$ 2,080	\$ 1,020	\$ 1,200	\$ 720	\$ -	\$ 1,360	\$ -	\$ 1,400	\$ -			\$ 10,820	
Travel Costs														\$ -	
Other Direct Costs														\$ 1,000	
<b>Total</b>														\$ 11,820	

PE and EA for El Paso Streetcar Phase 1 - Preliminary Design Phase Attachment B - Fee Estimate URS CORPORATION														
	Consultant:		FXSA											
Title:	2-Men Crew	3-Men Crew	4-Men Crew	GPS Unit	Survey Tech	R.P.L.S.	Project Manager	E.I.T.	Abstractor	Clerical	CAD I	CADD II		
Rate:	\$ 115	\$ 143	\$ 175	\$ 175	\$ 70	\$ 123	\$ 148	\$ 71	\$ 71	\$ 35	\$ 50	\$ 43		
													Task Hours	Task Fee
<b>5. Data Collection</b>														
5.3. Control Surveys														0 \$ -
5.3.1. Establish Horizontal Control	40			5	10	2	1							0 \$ -
5.3.2. Establish Vertical Control	40				20	4	1							58 \$ 6,569
5.3.3. Provide Real Time GPS Ground Support for LIDAR	8			2	4	1	1							65 \$ 6,640
5.4. Topographic Surveys														16 \$ 1,821
5.4.1. Conduct LIDAR Imagery and Stereo Compilation Data Collection (1' Contours)	100				150	80	20							0 \$ -
5.4.2. Conduct 10 Additional Topographic Surveys.	80			10	20	4	2				40	40		430 \$ 38,520
5.5. Existing Utility Survey														116 \$ 13,138
5.5.1. ASCE Quality Level B Existing Utility Survey	120			15	30	10	5			40				0 \$ -
5.6. Right-of-Way Survey														220 \$ 23,335
5.6.1. Research Preliminary R.O.W.	80			10	20	32	2							0 \$ -
5.6.2. Conduct 10 Boundary Surveys	120			15	30	40	2							144 \$ 16,582
5.6.3. Real Estate Plan & Acquisition														207 \$ 23,741
Labor Hours	588	0	0	57	284	173	34	0	40	0	40	40		0 \$ -
Labor Costs	\$ 67,620	\$ -	\$ -	\$ 9,975	\$ 19,880	\$ 21,279	\$ 5,032	\$ -	\$ 2,840	\$ -	\$ 2,000	\$ 1,720		1256 \$
<b>Total Labor Hours</b>	588	0	0	57	284	173	34	0	40	0	40	40		1256
<b>Total Labor Cost</b>	\$ 67,620	\$ -	\$ -	\$ 9,975	\$ 19,880	\$ 21,279	\$ 5,032	\$ -	\$ 2,840	\$ -	\$ 2,000	\$ 1,720		\$ 130,346
Travel Costs														
Other Direct Costs														\$ 200
<b>Total</b>														\$ 130,546

PE and EA for El Paso Streetcar													
Phase 1 - Preliminary Design Phase													
Attachment B - Fee Estimate													
URS CORPORATION													
		Consultant:		HMMH									
	Title:	Project Manager	Senior Engineer	Engineer	EIT	Sr. ENV Scientist	ENV Scientist	Sr. GIS / CADD	GIS / CADD	Contract Admin	Admin		
	Rate:	\$ 190	\$ -	\$ -	\$ -	\$ 150	\$ 100	\$ -	\$ -	\$ -	\$ -		
												Task Hours	Task Fee
<b>6. Environmental Documentation</b>												0	\$ -
6.2. Environmental Documentation												0	\$ -
6.2.2 Environmental Assessment												0	\$ -
6.2.2.1 Data Collection and Analysis												0	\$ -
6.2.2.1.4 Noise/Vibration Analysis and Report												80	\$ -
Labor Hours		80	0	0	0	140	300					520	\$ 66,200
Labor Costs		\$ 15,200	\$ -	\$ -	\$ -	\$ 21,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -		\$ 66,200
<b>Total Labor Hours</b>												80	
<b>Total Labor Cost</b>													\$ 66,200
Travel Costs													
Other Direct Costs													
<b>Total</b>													\$ 66,200

PE and EA for El Paso Streetcar																											
Phase 1 - Preliminary Design Phase																											
Attachment B - Fee Estimate																											
URS CORPORATION		Consultant:		LTK																							
Title:		Project Manager	Vehicles	Comms	TP	TP	OCS	Signals	Fare	QC	CADD	Corrosion															
Rate:		\$ 183	\$ 188	\$ 150	\$ 175	\$ 196	\$ 108	\$ 188	\$ 204	\$ 228	\$ 111	\$ 139															
												Task Hours	Task Fee														
<b>3. Vehicles</b>																											
3.1. Operational Design Criteria												0	\$ -														
3.1.1. Identify Vehicle Type												2	32														
Labor Hours												2	32	0	0	0	0	0	0	0	0	0	34	\$ 6,382			
Labor Costs												\$ 366	\$ 6,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,382	
<b>8. Preliminary Engineering</b>																											
8.7. Systems Engineering												25											0	\$ -			
8.7.1. Traction Power System												3													25	\$ 4,575	
8.7.1.2. Traction Power Substations (TPSS)																									3	\$ 549	
8.7.1.2.1. TPSS Requirements & Siting report															90	45										0	\$ -
Labor Hours												28	0	0	90	45	0	0	0	0	0	0	30	0	165	\$ 27,900	
Labor Costs												\$ 5,124	\$ -	\$ -	\$ 15,750	\$ 8,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,330	\$ -	\$ 193	\$ 33,024	
Total Labor Hours												30	32	0	90	45	0	0	0	0	0	30	0	227			
Total Labor Cost												\$ 5,490	\$ 6,016	\$ -	\$ 15,750	\$ 8,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,330	\$ -	\$ 394	\$ 39,406		
Travel Costs												\$ 1,800			\$ 1,800												
Other Direct Costs																										\$ 3,600	
Total																										\$ 43,400	

PE and EA for El Paso Streetcar																								
Phase 1 - Preliminary Design Phase																								
Attachment B - Fee Estimate																								
URS CORPORATION																								
	Consultant:		Moreno Cardena, Inc.																					
	Title:	Project Manager	Senior Engineer	Design Task Lead	Engineer	EIT	Engr. Associate	Designer	CADD	Contract Admin	Admin													
	Rate:	\$ -	\$ 210	\$ 148	\$ 89	\$ 75	\$ 87	\$ 81	\$ 65	\$ 65	\$ 56													
												Task Hours	Task Fee											
<b>8. Preliminary Engineering</b>												0	\$ -											
8.3. Civil/Roadway												0	\$ -											
8.3.1. Utilities												0	\$ -											
8.3.1.1. Preliminary Utility Conflict Plans																								
Labor Hours		0	4	16	0	60	0	0	120	0	0	200	\$ 15,508											
Labor Costs		\$ -	\$ 840	\$ 2,368	\$ -	\$ 4,500	\$ -	\$ -	\$ 7,800	\$ -	\$ -		\$ 15,508											
Total Labor Hours												0												
Total Labor Cost												\$ -	\$ 840	\$ 2,368	\$ -	\$ 4,500	\$ -	\$ -	\$ 7,800	\$ -	\$ -		200	\$ 15,508
Travel Costs																								
Other Direct Costs																								
Total																								\$ 465
																								\$ 15,973

ATTACHMENT D

For the Project known as "EL PASO STREETCAR PRELIMINARY ENGINEERING AND ENVIRONMENTAL ASSESSMENT", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$1,250,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>\$50,000</b>
<b>Preliminary Design Phase</b>	<b>\$1,200,000</b>

Lump Sum shall be billed to Owner by Consultant monthly.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's Invoice and accompanying Summary and Progress Report and the Owner's written approval.

**DELIVERABLE SCHEDULE**

**REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and five copies of the Preliminary Study and Report shall be submitted within **three weeks** following written authorization from the Owner for the Consultant to proceed.

**PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **fifteen copies** of any required documents and opinion of probable construction costs shall be submitted within **130 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>URSCOR-ALL-PROF-12-13</b>	<b>Aus TX Profes</b>	<b>NOC</b>
<b>INSURED</b> URS Corporation 9400 Amberglen Blvd. Austin, TX 78729	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA	
	<b>INSURER B:</b> Zurich American Insurance Company	
	<b>INSURER C:</b> Illinois National Ins Co	
	<b>INSURER D:</b> Insurance Company Of The State Of PA	
	<b>INSURER E:</b> Lexington Insurance Company	
	<b>INSURER F:</b> Lloyd's Of London & British Companies	

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-002318423-02                      **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL4870829	05/01/2011	06/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP938521502	05/01/2011	06/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$- BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	SEE ATTACHED - ACORD 101 SEE ATTACHED - ACORD 101 SEE ATTACHED - ACORD 101	01/01/2012 01/01/2012 01/01/2012	01/01/2013 01/01/2013 01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E F	Prof. Liab w/Lmt Contractual Claims Made / Retro 11-17-1938		015438088 PE1105150/PE1105490	05/01/2011 05/01/2011	06/01/2012 06/01/2012	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Professional Services Agreement.

City of El Paso is included as Additional Insured as respects the General Liability and Auto Liability policies, where required by written contract.

Waiver of Subrogation applies to the Workers Compensation policies, where required by written contract or as permitted by law.

<b>CERTIFICATE HOLDER</b>  The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, TX 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services  Lynne Harrington
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AGENCY CUSTOMER ID: URSCOR

LOC #: San Francisco



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED URS Corporation 9400 Amberglen Blvd. Austin, TX 78729
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Workers' Compensation coverage shown does not apply in monopolistic states. In the States of ND, OH, WA and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above-referenced policies provide Stop-Gap Employers' Liability only. Workers Compensation policies apply as indicated below:

Insurer A: National Union Fire Ins Co Pittsburgh, PA NAIC# 19445100  
WC 021417576 - CA

Insurer D: Insurance Company Of The State Of PA NAIC# 19429100  
WC 021417580 - MA, WI (Stop Gap - ND, OH, WA, WY)  
WC 021417581 - AK, AL, AR, AZ, CO, DE, GA, ID, KS, KY, MD, ME, MO, MS, MT, NC, NH, NM, NV, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WY  
WC 021417585 - MN  
WC 021417578 - NY

Insurer C: Illinois National Ins Co NAIC# 23817001  
WC 021417577 - FL  
WC 021417582 - CT, DC, HI, IA, IL, IN, LA, MI, NE, NJ  
WC 021417579 - TX

INSURER CANCELLATION TERMS

NAMED INSURED: URS Corporation	POLICY NO: Various
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HOLDER NAME: The City of El Paso

CANCELLATION TERMS:

30 Days Notice of Cancellation will be provided by the carriers in accordance with the policy terms and conditions in the event the policies are cancelled or non-renewed, for any reason other than non-payment of premiums.

CANCELLATION TERMS APPLY TO THE FOLLOWING COVERAGES:

GL, AL, WC and Professional Liab.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M. 5/1/2011 forms a part of Policy No. GL4870829  
issued to URS Corporation  
by National Union Fire Ins. Co. of Pittsburgh PA.

**ADDITIONAL INSURED OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:**

**CITY OF EL PASO**

**LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:**

**RE: PROFESSIONAL SERVICES AGREEMENT**

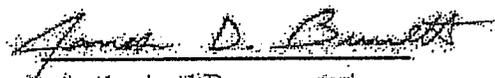
**ADDITIONAL PREMIUM:**

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include as an insured:

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

  
Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/11 forms a part of Policy No. GL4870829 issued to URS Corporation by National Union Fire Ins. Co. of Pittsburgh, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

CITY OF EL PASO

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured:

The person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, is amended to include the following additional exclusion:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/1/2011	Countersigned By: 
Named Insured: URS Corporation	(Authorized Representative)

**SCHEDULE**

Name of Person(s) or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

This endorsement is executed by the company designated below:

Zurich American Insurance Company

Effective date 5/1/2011

Expiration date 6/1/2012

Issued to: URS Corporation

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

2. Operations

3. Premium

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2012

Policy No:

WC 021417579

Endorsement No:

Insured:

URS Corporation

Premium:

Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA

Countersigned by:

*James D. Bennett*



# A/E SELECTION SUMMARY

**Project Name:** El Paso Streetcar Project

**Department Requesting Service:** Engineering & Construction Management **District/ Representative:** District #1 & District #8

## SHORTLIST

**RFQ Notification Date:** 3/19/2012

**RFQ Due Date:** 3/27/2012

### SHORTLIST COMMITTEE

Javier Reyes P.E., Engineering & Construction Management  
Johanes Makahaube P.E., Engineering & Construction Management  
Michael Herrera, Sun Metro  
Everett Esparza, Sun Metro

### A/E FIRMS THAT SUBMITTED RFQ PACKAGE

3 Huitt - Zollars, Inc.  
4 Conde, Inc.  
2 LAN  
1 URS Corporation

**SCORING SHEETS ISSUED:** 3/28/2012

**SCORING SHEETS DUE:** 4/2/2012

**FINAL RANKING DATE:** 4/2/2012

**FIRMS NOTIFIED DATE:** 4/2/2012

## FINAL SELECTION

### PRESENTATION COMMITTEE

Alan Shubert, City Engineer  
Irene Ramirez, Assistant City Engineer  
Sam Rodriguez, Engineering Division Manager  
Jane Shang, Deputy City Manager  
Jay Banasiak, Director of Sun Metro

**PRESENTATION DATE:** 4/9/2012

**FIRMS NOTIFIED DATE:** 4/9/2012

### FINALISTS

3 Huitt - Zollars, Inc.  
4 Conde, Inc.  
2 LAN  
1 URS Corporation  
URS Corporation

**SELECTED CONSULTANT:**

**SCOPING MEETING:**

**FEE PROPOSAL DUE:**

04/10/2012

TBD