

RESOLUTION


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

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services ("Agreement") by and between the **CITY OF EL PASO** and **AECOM TECHNICAL SERVICES, INC.**, for a Project known as "Architect and Engineering Services for Traffic Management Center Upgrades," to provide additional basic services at an additional total cost of \$300,388.76, thereby extending the contract amount from \$3,518,769.71 to \$3,819,158.47; and


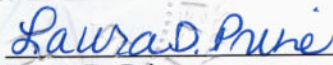
That the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the First Amendment.

APPROVED this 15th day of August 2023.

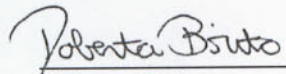
CITY OF EL PASO:


Oscar Leeser
Mayor


ATTEST:



Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This First Amendment to that certain Agreement for Professional Services is made this 15th day of August, 2023, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the "**Owner**"), and AECOM Technical Services, Inc., a California USA Foreign For-Profit Corporation, registered to do business in Texas (the "**Consultant**").

WHEREAS, on May 10, 2022, the Owner entered into an Agreement for Professional Services for a Project known as "**ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES**" (the "**Project**"); and

WHEREAS, the Agreement may be amended under the provisions of Section 3.1 and Section 7.14; and

WHEREAS, the parties desire to amend the Agreement to provide additional basic services at an additional total cost of \$300,388.76, thereby extending the contract amount from \$3,518,769.71 to \$3,819,158.47.

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

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment "A" ("Exhibit B - Services to be Provided by the Engineer") of the Agreement as well as perform the additional basic services as further described in Attachment "A" to this First Amendment.
2. **Payments to Consultant.** Payment to the Consultant for the additional services the subject of this First Amendment shall not exceed \$300,388.76, for a total contract amount not to exceed \$3,819,158.47.
3. **Time of Completion.** The additional services the subject of this First Amendment shall be completed during Phase I of the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

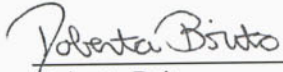
(Signatures Begin on Following Page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

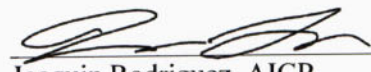
THE CITY OF EL PASO:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:


Roberta Brito
Senior Assistant City Attorney

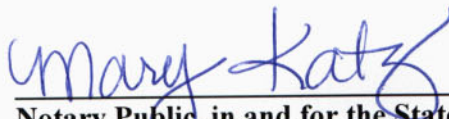
APPROVED AS TO CONTENT:


Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15th day of August, 2023, by **Cary Westin** as **Interim City Manager** of the **City of El Paso, Texas**.


Notary Public, in and for the State of Texas

My commission expires:

06/04/2026



(Signatures Continue on Following Page)

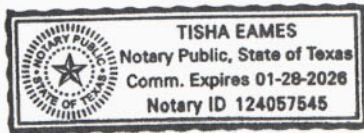
CONSULTANT:
AECOM TECHNICAL SERVICES, INC.

By: *Maribel Chavez* P.E.
Maribel Chavez, Principal in Charge

ACKNOWLEDGEMENT

THE STATE OF Texas §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 01 day of August,
2023, by Maribel Chavez, P.E., Principal in Charge, on behalf of AECOM TECHNICAL
SERVICES, INC.



Tisha Eames
Notary Public, in and for the State of Texas

My commission expires:

01/28/2026

Attachment A



LETTER OF AGREEMENT

July 20, 2023

City of El Paso
Attn: Margaret Schroeder, P.E.
Engineering Division Manager
Capital Improvement Department
218 N Campbell St. Second Floor.
El Paso, TX 79901

SUBJECT: Letter of Agreement for Professional Services – City of El Paso Traffic
Management Center (TMC) Upgrades, Supplemental Work - Traffic
Signal System Inventory

Dear Mr. Yang:

AECOM Technical Services ("AECOM") is glad to provide scope and fee to conduct the Traffic
Signal System Inventory for City of El Paso ("Client") TMC Upgrades project.

The services AECOM will perform for Client along with estimated time and fee for performance are
described in AECOM's proposal attached hereto of this letter.

The Services set forth in the attached scope and fee will be compensated on the following Lump
Sum basis not to exceed a total amount of \$300,388.76

AECOM looks forward to working with you on this Project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Victor De la Garza', is written over a horizontal line.

By: _____

Name: Victor De la Garza, P.E.

Title: Vice President

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer as a supplemental No. 1 to the original work authorization. This supplemental work consists of performing a system inventory of existing traffic signal system cabinets and equipment along with City of El Paso ITS consists of providing engineering services required for performing feasibility study and plan sheet, specification and estimate for this Traffic Management Center Upgrades project.

TMC UPGRADES PHASE 1 - FEASIBILITY STUDY

The Engineer is responsible for meeting with stakeholders to obtain all necessary data, standards and specifications such as the City of El Paso, Federal, and State standards, among others.

1. CITY OF EL PASO ITS INVENTORY

System Inventory. The Engineer shall conduct a City of El Paso ITS inventory identifying major ITS devices components, and communication protocol and medium. Survey will be performed at the following locations.

- City of El Paso Traffic cabinets, for approximate 761 Signalized intersection, including HAWKS System and approximately 136 school zone flasher controllers.
- Inventory will include signal heads, push button, detection and data communication.
- Images for 124 Traffic Signal locations has been captured by recent signal timing project in the far east side of El Paso
- City of El Paso CCTV Camera sites
- City of El Paso DMS sites

City of El Paso ITS GIS map. Information collected in the during the inventory and investigation will be used to populate a GIS map depicting existing ITS device type and communication system associated with it to plan sequence of improvements to be incorporated in the PS&E stage.

2. SCHEDULE

This work will take about 65 working days to be completed.

Work Authorization No. 1
Supplemental Work No. 1

WORK SCHEDULE

Prime Provider: AECOM TECHNICAL SERVICES, INC.

ID	Task Name	Duration	Start	Finish	
1	Start Date = Date of Execution of Supplemental work	0 days	Tue 9/5/23	Tue 9/5/23	
2	City of El Paso ITS Inventory	65 days	Tue 9/5/23	Mon 12/4/23	
3	Traffic Signal, School Zone Flashers, CCTV Cameras and DMS (Operated and maintained by CoEP)	65 days	Tue 9/5/23	Mon 12/4/23	
4	Field Visits	43 days	Tue 9/5/23	Thu 11/2/23	
5	Post Processing	55 days	Tue 9/19/23	Mon 12/4/23	
6	QA\QC	15 days	Tue 11/14/23	Mon 12/4/23	
7	Deliverable to the City of El Paso	0 days	Mon 12/4/23	Mon 12/4/23	
8	End Date = Contract Termination of Supplemental work	0 days	Mon 12/4/23	Mon 12/4/23	

Project: TMC Upgrades Supplemental Work Date: Thu 7/20/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Prime Provider: AECOM

EXHIBIT D - FEE SCHEDULE
Method of Payment - Lump Sum

Project: City of El Paso TMC Upgrades
Supplemental Work: Traffic Signal System Inventory

Summary

Firm	Labor Cost	Expenses	Total
AECOM Technical Services, Inc.	\$ 298,148.76	\$ 2,240.00	\$ 300,388.76
Total	\$ 298,148.76	\$ 2,240.00	\$ 300,388.76

Labor & Expenses Summary Task

Task	AECOM Technical Services, Inc.		Total	
	Hours	Labor Cost	Hours	Loaded Labor
TMC Upgrades Phase 1 - Feasibility Study	2,360	\$ 298,148.76	2,360	\$ 298,148.76
Expenses		\$ 2,240.00		\$ 2,240.00
Total	2,360	\$ 300,388.76	2,360	\$ 300,388.76

Prime Provider: AECOM

EXHIBIT D - FEE SCHEDULE
Method of Payment - Lump Sum

Project: City of El Paso TMC Upgrades
Supplemental Work: Traffic Signal System Inventory

City of El Paso Traffic Management Center Upgrade - Exhibit D

Prime: AECOM

Task		Labor Categories										Total Hours	Total Costs
		Principal	Project Manager	QC Reviewer / QA Manager	Engineer - Senior	Engineer (Design)	Engineer (Project)	Engineer-In-Training	Engineer Technician	GIS Operator	Technical Advisor - Senior		
		20+	20+	20+	15+	5 to 10	10 to 15	1 to 5	5 to 15	5 to 15	20+		
Loaded Labor Rate		\$ 254.55	\$ 230.69	\$ 208.47	\$ 203.12	\$ 149.68	\$ 160.37	\$ 110.50	\$ 109.05	\$ 104.77	\$ 322.98		
2	TMC Upgrades Phase 1 - Feasibility Study												
2.1	City of El Paso ITS Inventory												
	Traffic Signal Cabinets and Detection (Approx 761)		40				500	1500				2040	\$ 255,162.60
	School Zone Flasher Cabinets (Approx 136)		8				100	120				228	\$ 31,142.52
	CCTV Camera Sites (Operated and maintained by the City of El Paso ROW)		2				16	40				58	\$ 7,447.30
	DMS Sites (Operated and maintained by the City of El Paso ROW)		2				8	24				34	\$ 4,396.34
	Hours	0	52	0	0	0	624	1684	0	0	0	2360	
	Sub Total	\$ -	\$ 11,996	\$ -	\$ -	\$ -	\$ 100,071	\$ 186,082	\$ -	\$ -	\$ -		\$298,148.76

EXHIBIT D - FEE SCHEDULE
Method of Payment - Lump Sum

OTHER DIRECT EXPENSE - Prime Provider AECOM Technical Services, Inc.

Services To Be Provided	Unit	Fixed Cost	Maximum Cost	Cost used for Calcs	Quantity	Total Cost
Travel						
Lodging/Hotel - Taxes and Fees	day/person		\$30.00	\$30.00		\$ -
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate	\$ 98.00		\$ -
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person		Current State Rate	\$ 56.00		\$ -
Mileage	mile	Current State Rate		\$ 0.56	4,000	\$ 2,240.00
Rental Car Fuel	day		\$25.00	\$25.00		\$ -
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$145.00	\$145.00		\$ -
Rental Car Fuel	gallon		\$4.00	\$4.00		\$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$68.00	\$68.00		\$ -
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$550.00	\$550.00		\$ -
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$375.00	\$375.00		\$ -
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$700.00	\$700.00		\$ -
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$800.00	\$800.00		\$ -
Taxi/Cab fare	each/person		\$40.00	\$40.00		\$ -
Parking	day		\$20.00	\$20.00		\$ -
Toll Charges	each		\$5.00	\$5.00		\$ -
Copying / Printing / Reproduction / Photo						
Photocopies B/W (11" X 17")	each	\$0.22		\$0.22		\$ -
Photocopies B/W (8 1/2" X 11")	Each	\$0.12		\$0.12		\$ -
Photocopies Color (11" X 17")	each	\$1.25		\$1.25		\$ -
Photocopies Color (8 1/2" X 11")	each	\$0.75		\$0.75		\$ -
Digital Ortho Plotting	sheet		\$1.60	\$1.60		\$ -
				Total		\$ 2,240.00