

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

CITY CLERK DEPT.

2011 JUL 25 PM 2:37

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** August 2, 2011

**CONTACT PERSON NAME AND PHONE NUMBER:** Jay Banasiak – Sun Metro Director, 534-5810  
R. Alan Shubert, P.E., City Engineer 541-4423

**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

That the City Manager be authorized to sign the Second Amendment to the Agreement for Professional Services by and between the City of El Paso and Jacobs Engineering Group, Inc., a Delaware Corporation, for a project known as "Transit Planning Services: Alternative Analysis Development" to add additional professional services for program management and design oversight for the City of El Paso's Rapid Transit System (RTS), in the amount of Six Hundred Seventy Two Thousand Five Hundred Sixty Three and 00/100 dollars (\$672,563.00), thereby extending the contract amount from \$1,030,865.00 to \$1,703,428.00.

**BACKGROUND / DISCUSSION:**

This contract is to provide Program Management Consultant services for the City of El Paso Rapid Transit System (RTS). The consultant will work with the City to provide oversight of design of RTS facilities and systems as well as support the City in oversight of activities and deliverables of engineering and specialty consultants. The consultant will also conduct reviews of preliminary engineering and final design documents as well as review the technical standards for design documents to be produced by other design consultants throughout the program to assist the City in reducing risk elements within the design process.

The consultant will provide program management staff to work with City of El Paso and Sun Metro staff to usher completion of project deliverables within FTA/FHWA Guidelines, on time and within budget beginning in July 2011 and culminating in March 2015.

**PRIOR COUNCIL ACTION:**

City Council approved the original agreement for professional services December 2, 2008.

**AMOUNT AND SOURCE OF FUNDING:**

\$672,563.00 – 2009 Certificates of Obligation

**BOARD / COMMISSION ACTION:**

This same item is on Mass Transit Board agenda August 2, 2011.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

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

That the City Manager be authorized to sign the Second Amendment to the Agreement for Professional Services by and between the City of El Paso and Jacobs Engineering Group, Inc., a Delaware Corporation, for a project known as "Transit Planning Services: Alternative Analysis Development" to add additional professional services for program management and design oversight for the City of El Paso's Rapid Transit System (RTS), in the amount of Six Hundred Seventy Two Thousand Five Hundred Sixty Three and 00/100 dollars (\$672,563.00), thereby extending the contract amount from \$1,030,865.00 to \$1,703,428.00.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.**

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT

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

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

SECOND AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **City of El Paso**, a Texas Municipal Corporation (the "**Owner**"), and **Jacobs Engineering Group, Inc.**, a Delaware Corporation, the ("**Consultant**").

**WHEREAS**, on December 2, 2008, the Owner entered into an Agreement for Professional Services with the Consultant (the "**Agreement**") for a Project known as "**Transit Planning Services: Alternatives Analysis Development**" (the "**Project**"); and

**WHEREAS**, the Agreement may be amended under the provisions of Section 3.2 and Attachment "C"; and

**WHEREAS**, on February 15, 2010, the Owner and the Consultant entered into a First Amendment to the Agreement to provide additional professional services for FTA Coordination and public participation services extending the contract value from \$980,951.00 to \$1,030,865.00; and

**WHEREAS**, the parties hereto desire to further amend the Agreement to provide additional professional services for program management and design oversight for the City of El Paso's Rapid Transit System (RTS) as more particularly set forth in Attachment "A" to this Second Amendment. The additional services will be at an additional cost of \$672,563.00, thereby extending the contract amount from \$1,030,865.00 to \$1,703,428.00.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Second 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 Consultant to continue to perform the services as described in Attachment "A" of the Agreement and Attachment "A" of the First Amendment to the Agreement as well as the additional services as further described in Attachment "A" to this Second Amendment.
2. **Payments to Consultant.** Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the Agreement. Payment to the Consultant for the additional services the subject of this Second Amendment shall not exceed **SIX HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED SIXTY THREE AND 00/100 (\$672,563.00)**.
3. **Time of Completion.** The Services shall be completed within 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.

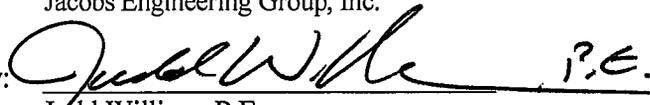
**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joyce Wilson  
City Manager

**CONSULTANT**  
Jacobs Engineering Group, Inc.

By:

 P.E.  
\_\_\_\_\_  
Judd William, P.E.,  
Operations Manager  
WILLIAMS

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**(Acknowledgement page to follow)**

**ACKNOWLEDGEMENT**

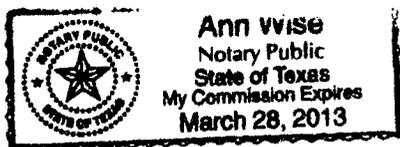
THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2011,  
by **Joyce Wilson**, as **City Manager** of the **City of El Paso, Texas**.

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

THE STATE OF TEXAS   )  
  )  
COUNTY OF TARRANT   )

This instrument was acknowledged before me on this 25<sup>th</sup> day of July, 2011  
by **Judd William**, P.E. as **Operations Manager**, of **Jacobs Engineering Group, Inc.**  
*willmann*



*Ann Wise*  
\_\_\_\_\_  
Notary Public, State of Texas



2705 Bee Cave Road, Suite 300  
Austin, Texas 78746 USA  
1.512.314.3111 Fax 1.512.314.3135

## EL PASO RAPID TRANSIT SYSTEM (RTS) PROGRAM MANAGEMENT CONSULTANT (PMC) SUPPLEMENTAL SCOPE OF WORK

Jacobs Engineering will provide Program Management Consultant services for the City of El Paso Rapid Transit System (RTS). Jacobs will work with the City to provide oversight of design of RTS facilities and systems as well as support the City in oversight of activities and deliverables of engineering and specialty consultants. Jacobs will also conduct reviews of preliminary engineering and final design documents as well as review the technical standards for design documents to be produced by other design consultants throughout the program to assist the City in reducing risk elements within the design process.

Jacobs engineering will provide program management staff to work in-house with City of El Paso and Sun Metro staff to successfully and efficiently usher completion of project deliverables within FTA/FHWA Guidelines, on time and within budget beginning in July 2011 and culminating in March 2015.

It is anticipated that the following personnel will be assigned to this effort:

Jimi Mitchell – 50% level of effort

Joe Clemens – 10% level of effort

John Kulpa – 10% level of effort

Specialists – 1140 hours budgeted over the Project Development phases of the Mesa, Dyer and Montana Corridors for specialist(s) services as needed. These individuals could include: Ron Fisher (FTA New Starts specialist), Mark Wavering P.E. (civil design), Allan Zreet (station elements), Mike Rudd P.E. (civil design), Bob Highfill (vehicle specialist), Leonard Voellinger (environmental specialist) or others.

This is proposed as a time and materials contract. Labor and fee schedules provided are estimates and may require adjustment pending level of support effort required by the City of El Paso. As such, Jacobs will commit the resources necessary to provide technical oversight and management services which maintain the City of El Paso's project schedule for all design and engineering activities throughout the upcoming RTS projects. Design and engineering activities are considered to begin upon the award and issuance of Notice to Proceed (NTP) of Architecture and Engineering (A/E) services. Design and engineering activities are considered concluded upon FTA concurrence of Project Development deliverables and authorization to procure construction services for RTS corridors.

The following section describes the scope of services and deliverables that Jacobs will perform as an extension of City of El Paso staff under the RTS PMC contract:

### 1. Program Management and Design Oversight

- a. **Design and Construction Standards** – Assist the City of El Paso to review and revise, as required, existing design criteria, standard drawings, and construction specifications to comply with the latest codes and requirements. The Design & Construction Standards are intended to assist architects, engineers, other design professionals, contractors and RTS staff in understanding the preferences of the RTS in the development, maintenance and repair of its facilities and systems.
- b. **Project Control Policies and Procedures** - Assist the City of El Paso to establish and manage project control procedures; establish and manage criteria

to evaluate design alternatives. Enforce the implementation of the RTS design criteria, providing the necessary coordination, supervision, and interfacing. Provide management review services and recommendations to the RTS as to any corrective measures deemed necessary to assure compatibility with the overall program.

- c. **Work Flow Process** – Develop a workflow management system that manages and defines a series of tasks within the RTS to produce a final outcome or outcomes. The workflow management system will allow the RTS to define different workflows for different types of jobs or processes.
- d. **Master Program Schedule** - Modify and maintain a Master Program Schedule using Microsoft Project or similar software that will integrate all project activities and provide progress reports to all stakeholders.
- e. Makes recommendations for, and once approved, develops and assists RTS to implement safety rules, policies and guidelines as needed.
- f. **Performance Measurement** – Define specific metrics to measure PMC performance that are directly related to supporting the program and business objectives of the RTS. Metrics will be tailored for each major task and could include:
  - o Project Costs: Final versus budget
  - o Project Schedule: Final versus baseline and accomplishment of key milestones
  - o FTA Compliance: Results of audits to facilitate future funding

**Deliverables:**

- Workflow Process
- Master Program Schedule
- Performance Measurement Reports

**2. Continued coordination of environmental Categorical Exclusion**

- a. Jacobs Engineering will provide continued coordination with FTA, FHWA and TXDOT to revise the approved Mesa Categorical Exclusion and maintain environmental clearance throughout design and engineering.
- b. Reviews the RTS compliance with all environmental regulations regarding impacts to FTA / FHWA approved Categorical Exclusion.
- c. Manage the identification of needed right-of-way (ROW) parcels and easements, and utilities to be relocated. Provide oversight for ROW tracking and preparations of necessary inter-local agreements.

**Deliverables:**

- Identify and mitigate Right of Way acquisition and utility relocation needs.
- Successfully obtain Inter-local Agreements

**3. FTA Section 5309 Very Small Starts continued concurrence**

- a. **FTA project status updates** – Facilitate bi-weekly conference calls with representatives of FTA regional office and headquarters
- b. **Project Management Plans and Sub Plans** - Assist the City of El Paso to prepare and maintain Project Management Plans (PMP) and Sub Plans for all projects in accordance with FTA requirements. Develop Policies and Procedures for FTA Very Small Starts Project Development phase.

- c. **Quality Management Plan** - Assist the City of El Paso in developing and implementing a Quality Management Plan for the agency's projects. The Quality Management Plan will provide a systematic approach to address all Quality Assurance elements, including: management responsibilities, document quality system, configuration management, design control, document control, purchasing, process control, inspection and testing, training, and corrective actions. Activities may include providing written records of RTS design and document preparation issues, considerations and mitigating strategies for development of RTS Program guidelines and procedures during design, construction and operation.
- Perform QA Audits, as required, of all project participants and/or deliverables in accordance with FTA and other federal requirements.

**Deliverables:**

- Quality Management Plan
- Project Management Plans
- Provide workshops, as required, to train RTS staff on the new Policies and Procedures

Jacobs will continue to take a proactive approach in communicating and informing FTA and other potential project partners about your program goals and objectives. Building trust and credibility with all of these entities is the foundation for the success of your program. We will assist you with

- Maintaining strong lines of communication with key FTA Region 6 staff and in Washington.
- Establishing strong relationships and necessary interlocal agreements and easements with TxDOT, utility companies and property owners in necessary.
- Building trust in your technical competency and ability to prepare the proper documentation and justification for federally funded projects.
- Positioning the agency for success throughout project development on all RTS corridors

**ATTACHMENT B**

City of El Paso									
FTA Coordination and Program Management Tasks									
Mesa, Montana and Dyer Corridors									
Fee Proposal - Project Development activities only (July 2011 - March 2015)									
		John K	Joe	Jimi	specialist				
Prepared: June 14, 2011	PIC/	Deputy	EIT	Various Specialists as needed	Total	Total	Total Expenses	Grand Total	
	PM	PM			Hours	Labor			
Hourly Rates (1)	\$ 277.48	\$ 142.01	\$ 95.55	\$ 200.00					
<b>NO. TASK</b>									
<b>1 Project Development/PE/FE (2)</b>									
Mesa Corridor (7/2011 - 6/2012)		120	120	740	340	1320	\$189,046	\$9,600	\$198,646
Dyer Corridor (1/2013 - 3/2014)		160	160	800	400	1520	\$223,559	\$13,400	\$236,959
Montana Corridor (1/2014 - 3/2015)		160	160	800	400	1520	\$223,559	\$13,400	\$236,959
<b>TOTAL HOURS AND LABOR COSTS THRU 3/2015</b>		<b>440</b>	<b>440</b>	<b>2340</b>	<b>1140</b>	<b>4360</b>	<b>\$636,163</b>	<b>\$36,400</b>	<b>\$672,563</b>
<b>REIMBURSABLE EXPENSES</b>									
<b>Jacobs Travel (3)</b>									
Mesa Corridor (7/2011 - 6/2012)		2	0	4	2	8	trips	\$ 9,600.00	
Airfare	\$ 700.00	\$ -	\$1,400.00	\$ 700.00				\$ 2,800.00	
Lodging	\$ 800.00	\$ -	\$1,600.00	\$ 800.00				\$ 3,200.00	
Auto Rental	\$ 400.00	\$ -	\$ 800.00	\$ 400.00				\$ 1,600.00	
Miscellaneous: FedEx, Printing, Materials								\$ 2,000.00	
Dyer Corridor (1/2013 - 3/2014)		2	0	8	2	12	trips	\$ 13,400.00	
Airfare	\$ 700.00	\$ -	\$2,800.00	\$ 700.00				\$ 4,200.00	
Lodging	\$ 800.00	\$ -	\$3,200.00	\$ 800.00				\$ 4,800.00	
Auto Rental	\$ 400.00	\$ -	\$1,600.00	\$ 400.00				\$ 2,400.00	
Miscellaneous: FedEx, Printing, Materials								\$ 2,000.00	
Montana Corridor (1/2014 - 3/2015)		2	0	8	2	12	trips	\$ 13,400.00	
Airfare	\$ 700.00	\$ -	\$2,800.00	\$ 700.00				\$ 4,200.00	
Lodging	\$ 800.00	\$ -	\$3,200.00	\$ 800.00				\$ 4,800.00	
Auto Rental	\$ 400.00	\$ -	\$1,600.00	\$ 400.00				\$ 2,400.00	
Miscellaneous: FedEx, Printing, Materials								\$ 2,000.00	
<b>TOTAL REIMB. EXPENSES</b>								<b>\$ 36,400.00</b>	
<b>TOTAL</b>								<b>\$672,563</b>	
Footnotes:	(1) Rates include a multiplier of 2.6 inclusive of overhead and profit plus an escalation of 2.5% per year, Specialists are an average rate.								
	(2) Assumes Program Management services provided during PE and Final Design phases only; preliminary dates based on CEP approved AA Reports								
	(3) Expenses assume travel events per transit corridor during Design Phase only; \$350 per air trip, \$400 per hotel stay and \$200 per rental car								