



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

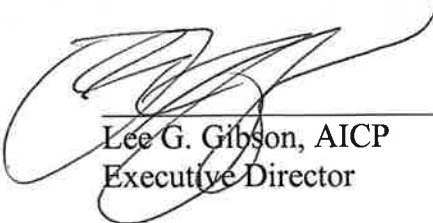
Metropolitan Planning Organization of Washoe County, Nevada

February 15, 2019

**AGENDA ITEM 3.6**

**TO:** Regional Transportation Commission

**FROM:** Blaine Petersen, P.E.  
Engineer II



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Amendment No. 1 to the Professional Services Agreement between the RTC and Headway (formerly Traffic Works) for Package 1 of TE Spot 8 Intersection Improvement Project**

**RECOMMENDATION**

Approve Amendment No. 1 in the amount of \$45,000 to the existing Professional Services Agreement (PSA) between the RTC and Headway (formerly Traffic Works) for additional preliminary design services related to Package 1 of the TE Spot 8 Intersection Improvement Project; authorize the Executive Director to execute the Amendment.

**SUMMARY**

This amendment adds funds for additional survey, title report research and right-of-way legal descriptions needed for placement of traffic signal equipment to be installed with this project.

This amendment adds \$45,000 to the current PSA design amount of \$104,600 for a new total not to exceed amount of \$149,600. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

**FISCAL IMPACT**

Project appropriations are included in the approved FY 2019 Budget.

**PREVIOUS ACTIONS BY BOARD**

September 21, 2018                      Approved the selection of Traffic Works and authorized the Executive Director to negotiate and execute a PSA.

**ADDITIONAL BACKGROUND**

During design, it was discovered there is not sufficient right-of-way for new traffic signal equipment to be installed. This amendment will enable RTC's consultant to survey and provide legal descriptions for additional public right-of-way to place new equipment.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations regarding this agenda item.

Attachment

AMENDMENT NO. 1  
AGREEMENT  
BETWEEN  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY  
AND  
HEADWAY TRANSPORTATION, LLC

The Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC, formerly Traffic Works, LLC (“CONSULTANT”), entered into an agreement on October 1, 2018 (the “Agreement”). This Amendment No. 1 is dated and effective as of February 18, 2019.

RECITALS

WHEREAS, as 50% design plans were being completed for the TE Spot 8 – Package 1 project, it was determined that existing and new traffic signal poles, pull boxes, and conduit runs landed outside of the right-of-way at multiple project locations; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$45,000 of additional services under Task 2.1.B (Preliminary Design); and

WHEREAS, the additional services under Task 2.1.B (Preliminary Design) shall include boundary surveys, encumbrance mapping, creation of legal descriptions and exhibits for easement/right-of-way acquisitions at all five projects locations, and topographic survey at two locations.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Section 3.2. shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 2.1.A to 2.1.D)	\$149,600.00
<u>Optional Services (Task 2.1.E to 2.1.J)</u>	<u>\$93,600.00</u>
Total (Including Optional Services)	\$243,200.00

2. Exhibit B – Compensation of the Agreement is replaced in its entirety with the version of Exhibit B – Compensation attached hereto.

3. Section 1.3 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above until June 30, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Adam Spear - RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By \_\_\_\_\_  
Lee G. Gibson, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC.

By \_\_\_\_\_  
Loren E Chilson, PE, Principal



**Exhibit B - Compensation**

**TE Spot 8 - Package 1 Project  
Fee Proposal**

Date: 8/7/2018

	Principal 220	Associate 170	Senior Engineer 160	Engineer 130	Inspector 130	Admin 80	Contingency	ODCs/SUBS \$	Task Total	Notes:
<b>TASK 2.1 A-D DESIGN SERVICES</b>										
Task 2.1.A - Project Management										
Project Coordination	8	24				10			\$ 6,640	
Utility Coordination		8							\$ 1,360	
Meetings (4 meetings)	8	8		8					\$ 4,160	
									\$ 12,160	
Task 2.1.B - Preliminary Design (50% & 90%)										
Investigate Existing Conditions and Field Inventory		12		12					\$ 3,600	
Identify Issues & Select Intersections for Design	4	8		12					\$ 3,800	
Aerial Base Mapping & Sheet Setup		4							\$ 680	
Field Survey							\$14,000		\$ 14,000	
Utility Investigation/Depiction		8		10					\$ 2,660	
Right-of-Way and Easements		4					\$8,000		\$ 8,680	
Plans, Specifications and Estimate	10	46		120					\$ 25,620	
Amendment 1			25				\$41,000		\$ 45,000	
									\$ 104,040	
Task 2.1.C - Final Design										
Prepare Final Plans and Specifications	16	16		40					\$ 11,440	
Final Engineer's Opinion of Probable Construction Costs and Time	2	8							\$ 1,800	
NDOT Occupancy Permits	2	8		16					\$ 3,880	
Contingency (Tasks 2.1.A thru 2.1.C)							\$15,000		\$ 15,000	
									\$ 32,120	
Task 2.1.D - Bidding Services										
Plan Set and Specification Distribution		2							\$ 340	
Pre-bid Meeting		2		2					\$ 600	
Bid Opening		2							\$ 340	
									\$ 1,280	
Hours	50	160	25	220	0	10				
Design Totals	\$11,000	\$27,200	\$4,000	\$28,600	\$0	\$800	\$15,000	\$63,000	\$ 149,600	\$149,600 cross check
										<b>Base Fee (less contingency)= \$134,600</b>
<b>TASK 2.1 E-J CONSTRUCTION SUPPORT SERVICES</b>										
Task 2.1.E - Contract Administration (Optional)										
	16	40				10			\$ 11,120	
Task 2.1.F - Construction Surveying (Optional)										
							\$8,000		\$ 8,000	
Task 2.1.G - Inspection (Optional)										
					400				\$ 52,000	8 hours/day, 50 days
Task 2.1.H - Materials Testing (Optional)										
							\$5,000		\$ 5,000	
Tasks 2.1.I - As-Built Information (Optional)										
	4	10		40					\$ 7,780	
Task 2.1.J - Contingency (Optional)										
							\$10,000		\$ 10,000	
									\$ 93,900	
Hours	20	50	0	40	400	10				
Construction Totals	\$4,400	\$8,500	\$0	\$5,200	\$52,000	\$800	\$10,000	\$13,000	\$ 93,900	\$93,900 cross check
										<b>Base Fee (less contingency)= \$83,900</b>
										<b>TOTAL BASE FEE: \$218,500</b>
										<b>TOTAL w/ Contingency: \$243,500</b>