



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/01/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

WSP USA Inc.

***Project Title/Description:**

Speedway Boulevard: Painted Hills to Camino De Oeste - Paved Shoulders (4HSBSP)

***Purpose:**

Amendment: Contract No. CT-TR-18-472, Amendment No. Five (5). This amendment modifies the scope of services to allow for Right of Way updates and Post-Design Services, increases the contract amount by \$24,000.00 for a cumulative not-to-exceed amount of \$257,562.50, and extends the term of the contract to 06/30/21. Administering Department: Transportation.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. 225429, on 11/08/16, the Procurement Director awarded a contract for this project in the amount of \$214,795.00 for a contract term of 11/08/16 to 06/30/18. Previous Amendment Nos One (1), Two (2), Three (3) and Four (4) totaling \$18,767.50 have been approved by the Procurement Director to change the Consultant's legal name, amend the scope of services, change the contract number, and extend the term of the contract to 06/30/20.

Attachment: Amendment No. Five (5).

***Program Goals/Predicted Outcomes:**

The goal is to reduce run-off-the-road crashes. The crash reduction factor for addition of safety shoulders is a 57% reduction in the run-off-the-road crashes. The projected outcome is a benefit-to-cost ratio of 3.7:1 of safety benefit to construction and operating cost over the life of the project improvements.

***Public Benefit:**

Improve public safety by installation of safety shoulders as well as an added benefit of lanes for bicycle users and pedestrians.

***Metrics Available to Measure Performance:**

Traffic Engineering reviews the crash statistics on a yearly basis. At 1-year and 3-years following project completion, the crash rate will be compared to the pre-project crash rate.

***Retroactive:**

No

SFP 1719M0306 PCC/KCFRD

AKB

To: COB- 9- -19
ver. 7
pgs- 7
(1)

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 18-472

Amendment No.: Five (5) AMS Version No.: Seven (7)

Effective Date: 10/01/19 New Termination Date: 06/30/21

Prior Contract No. (Synergen/CMS): 17-156

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 24,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required:** HSIP 94.3%
DOT 57 HURF Bonds 5.7%

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Matt Sage, CPPB, Procurement Officer *Matt Sage* 9/5/19 *TR Quinn* 9/6/19

Department: Procurement *May 9/6/19* Telephone: 724-8586

Department Director Signature/Date: *Ana M. Oliveros* 09/06/19

Deputy County Administrator Signature/Date: *C. D. [Signature]* 9/14/19

County Administrator Signature/Date: *C. D. [Signature]* 9/16/19

(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT: Speedway Boulevard: Painted Hills to Camino De Oeste – Paved Shoulders (4HSBSP)

CONSULTANT: WSP USA Inc.
177 N. Church St., Suite 1105
Tucson, AZ 85701

CONTRACT NO.: CT-TR-18-472

AMENDMENT NO.: Five (5)

FUNDING: HSIP – 94.3%
DOT 57 HURF BONDS – 5.7%

CONTRACT TERM: 11/8/2016 - 6/30/2018	ORIGINAL CONTRACT AMOUNT:	\$	214,795.00
TERMINATION PRIOR AMENDMENT: 06/30/2020	PRIOR AMENDMENT(S):	\$	18,767.50
TERMINATION THIS AMENDMENT: 06/30/2021	AMOUNT THIS AMENDMENT:	\$	24,000.00
	REVISED CONTRACT AMOUNT:	\$	257,562.50

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONSULTANT have entered into the Contract referenced above; and

WHEREAS, COUNTY and CONSULTANT agree to modify the scope of services to allow for Right of Way updates and Post-Design Services; and

WHEREAS, CONSULTANT has agreed to provide these services at a cost acceptable to COUNTY; and

WHEREAS, COUNTY and CONSULTANT have agreed to increase the Contract amount and extend the term of the Contract to provide these services; and

WHEREAS, COUNTY and CONSULTANT have agreed to amend the Contract to reflect these modifications.

NOW, THEREFORE, it is agreed as follows:

CHANGE: **ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**, first paragraph as follows:

FROM: "This Contract, as approved by the Procurement Director, commences on November 8, 2016, and terminates on June 30, 2020, unless sooner terminated or further extended pursuant to the provisions of this Contract."

TO: "This Contract, as approved by the Procurement Director, commences on November 8, 2016, and terminates on **June 30, 2021**, unless sooner terminated or further extended pursuant to the provisions of this Contract."

CHANGE: **ARTICLE 2 – SCOPE OF SERVICES**, first paragraph as follows:

FROM: "CONSULTANT agrees to provide Design Engineering Services for the COUNTY as described in EXHIBIT "A" – SCOPE OF SERVICES (4 pages), EXHIBIT "A-1" – SCOPE OF SERVICES (2 pages) and EXHIBIT "A-2" – SCOPE OF SERVICES (1 page), an attachment to this Contract, and to complete such services within the term and value of this Contract as it may be modified in accordance with ARTICLE 5."

TO: "CONSULTANT agrees to provide Design Engineering Services for the COUNTY as described in EXHIBIT "A" – SCOPE OF SERVICES (4 pages), EXHIBIT "A-1" – SCOPE OF SERVICES (2 pages), EXHIBIT "A-2" – SCOPE OF SERVICES (1 page) and **EXHIBIT "A-3" – SCOPE OF SERVICES (2 Pages)**, an attachment to this Contract, and to complete such services within the term and value of this Contract as it may be modified in accordance with ARTICLE 5."

CHANGE: **ARTICLE 4 – COMPENSATION AND PAYMENT** second paragraph, first sentence as follows:

FROM: "CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT "B" – COMPENSATION SCHEDULE (43 pages), EXHIBIT "B-1" – COMPENSATION SCHEDULE (7 pages) and EXHIBIT "B-2" – COMPENSATION SCHEDULE (1 page)."

TO: "CONSULTANT's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as EXHIBIT "B" – COMPENSATION SCHEDULE (43 pages), EXHIBIT "B-1" – COMPENSATION SCHEDULE (7 pages), EXHIBIT "B-2" – COMPENSATION SCHEDULE (1 page) and EXHIBIT "B-3" – COMPENSATION SCHEDULE (3 Pages)."

CHANGE: **ARTICLE 4 – COMPENSATION AND PAYMENT** fourth paragraph as follows:

FROM: "The total of all payments to CONSULTANT for services provided under this Contract will not exceed Two Hundred Thirty-Three Thousand Five Hundred Sixty-Two Dollars and Fifty Cents. (\$233,562.50)."

TO: "The total of all payments to CONSULTANT for services provided under this Contract will not exceed Two Hundred Fifty-Seven Thousand Five Hundred Sixty-Two Dollars and Fifty Cents. (\$257,562.50)."

ATTACH: **EXHIBIT "A-3" – SCOPE OF SERVICES** (2 pages) and **EXHIBIT "B-3" COMPENSATION SCHEDULE** (3 pages) to Contract.

This Amendment shall be effective on October 1, 2019.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

CONSULTANT:

Signature

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

STACEY ROSEBERRY

Name (Please Print)

Date

**Pima County Contract No. CT-TR-18-472
Speedway Boulevard: Painted Hills to Camino De Oeste -Paved Shoulders
4HSBP**

**WSP
Scope of Work
CONTRACT MODIFICATIN NO. 5**

August 22, 2019

OVERVIEW

Pima County Department of Transportation (PCDOT) has requested that WSP prepare this contract modification for Right-of-Way Modifications/Updates and Post Design Services for the Speedway Boulevard: Painted Hills to Camino De Oeste – Paved Shoulders project.

SCOPE OF WORK

Tasks that will be completed under this scope of work for Contract Modification No. 5 include:

Task 1 –RIGHT OF WAY UPDATES

- Updates to the project plans for changes to new ROW lines.
- Evaluation and update of Temporary Construction Easements (TCEs).
- Updates to the project plans for changes to TCEs.
- Coordination with PCDOT Survey regarding file updates, format, and adjustments to the TCE configurations and ROW lines.

Task 2 –POST DESIGN SERVICES

- Attendance at various meetings that could include, but not limited to: pre-construction and ongoing construction meetings, PCDOT and utility coordination meetings. A total of 8 meetings are estimated.
- Periodic construction observation as requested. Estimated two field visits.
- Review of contractor's submittals for compliance with ADOT/FHWA requirements as requested.
- Review and approval of design changes.
- Review proposals for substitutions or "approved alternatives".
- Review and approval of shop drawings as needed.
- Clarification of design and/or construction documents (including plans, specifications, and quantity calculations)
- Evaluation of value engineering proposals as needed.
- Design changes (redlined plan revisions) due to variations in field conditions.
- Preparation of as-built drawings from marked up plans provided by the PCDOT (transfer PCDOT field redlines to signed/sealed plan pdf's)

This task item will be done on a time and materials basis at PCDOT's direction, using the hourly rates based on an adjustment request to the rates of the current contract. If sub-consultant services are required under this task, they will be invoiced at the hourly rates for the contract without WSP mark-up.

PROJECT SCHEDULE

Post-design services are expected to extend through the duration of construction for the Speedway Boulevard: Painted Hills to Camino De Oeste – Paved Shoulders project. The schedule of work associated with Contract Modification No. 5 is anticipated to begin in August, 2019 and be completed by December 31, 2020. Updates to the project plans for changes to new ROW lines will occur within one month of contract modification approval and prior to PCDOT funding package to ADOT.

DIRECT EXPENSES

Direct expenses will be limited to outside reproduction costs.

END OF EXHIBIT "A-3"

EXHIBIT "B-3" - COMPENSATION SCHEDULE (3 Pages)

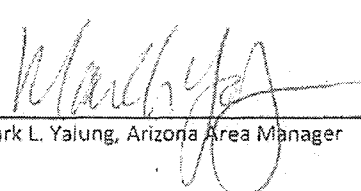
Paved Shoulder Design
Speedway Boulevard: Painted Hills to Camino de Oeste
Pima County
WSP

Contract Modification No. 5 Fee Estimate

PROJECT: Speedway Boulevard: Painted Hills to Camino de Oeste
PREPARED BY: Joseph A. Vaskovic, PE PTOE
EFFECTIVE DATE: October 01, 2019
CONTRACT TIME: 20 Months
METHOD OF COMPENSATION: Time and Materials

DATE: August 22, 2019
PROJECT NUMBER: 4HSBSP
PRIME CONSULTANT: WSP
CONTRACT TYPE: CPM

Task Description	Performed By	No. of Hours	Hourly Rate	Total Cost
1.0 - Right of Way Updates	Principal	0	\$227.69	\$0
	Project Manager	14	\$198.53	\$2,779
	Senior Project Engineer	0	\$158.50	\$0
	Project Engineer	16	\$106.55	\$1,705
	Senior Designer	0	\$120.58	\$0
	Designer	0	\$86.37	\$0
	Senior Planner	0	\$131.78	\$0
	Planner	0	\$88.73	\$0
	CADD	4	\$85.19	\$341
	Project Accountant	0	\$102.96	\$0
	Administrator	0	\$61.50	\$0
Subtotal		34		\$4,825
2.0 - Post Design Services	Principal	0	\$227.69	\$0
	Project Manager	32	\$198.53	\$6,353
	Senior Project Engineer	0	\$158.50	\$0
	Project Engineer	80	\$106.55	\$8,524
	Senior Designer	0	\$120.58	\$0
	Designer	8	\$86.37	\$691
	Senior Planner	0	\$131.78	\$0
	Planner	0	\$88.73	\$0
	CADD	32	\$85.19	\$2,726
	Project Accountant	8	\$102.96	\$824
	Administrator	0	\$61.50	\$0
Subtotal		160		\$19,118
Total Hours		194		
Direct Labor			\$23,943	
		Subtotal	\$23,943	
Estimated/Other Direct Expenses			\$57	
Total Consultant Fee			\$24,000	


Mark L. Yalung, Arizona Area Manager

8/23/19
Date

Speedway Boulevard: Painted Hills to Camino de Oeste
Pima County

WSP
Contract Modification No. 5 Fee Estimate

Summary of Estimated Direct Costs

Reproductions

Sheets

Post Design Services

Miscellaneous copies	50	@	\$0.13	/sheet=	\$6.50	@	1 copies=	\$7
Miscellaneous Plan sheets (11"x17")	50	@	\$0.13	/sheet=	\$6.50	@	1 copies=	\$7
As-Built Plans (11"x17")	100	@	\$0.13	/sheet=	\$13.00	@	1 copies=	\$13

Right of Way Updates

Miscellaneous copies	50	@	\$0.13	/sheet=	\$6.50	@	1 copies=	\$7
Miscellaneous Plan Sheets (11"x17")	50	@	\$0.13	/sheet=	\$6.50	@	1 copies=	\$7

Photocopies @ 15/month (12 months):	180	ea. @			\$0.06	/copy =	\$11
Disks w/labels (As-Built):	1	ea. @			\$5.00	/copy =	\$5

Total Reproductions \$57

Transportation

Mileage:

Not allowed by PCDOT	0	mi. @			\$0.445	/mi =	\$0
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Total Transportation \$0

Miscellaneous Additional Expenses

\$0

TOTAL ESTIMATED DIRECT EXPENSES

Subtotal: \$57

**Speedway Boulevard: Painted Hills to Camino de Oeste
Pima County**

**WSP
Contract Modification No. 5 Fee Estimate**

Task & Manhour Summary Worksheet

TASK	Principal	Project Manager	Senior Project Engineer	Project Engineer	Senior Designer	Designer	Senior Planner	Planner	CADD	Project Account	Admin	TOTAL
1.0 - Right of Way Updates												
- Updates to the project plans for changes to new ROW lines.	0	4	0	4	0	0	0	0	2	0	0	10
- Evaluation and update of Temporary Construction	0	4	0	4	0	0	0	0	0	0	0	8
- Updates to the project plans for changes to TCEs.	0	4	0	8	0	0	0	0	2	0	0	14
- Coordination with PCDOT Survey on for regarding file updates, format, and adjustments to the TCE configurations and ROW lines.	0	2	0	0	0	0	0	0	0	0	0	2
	0	14	0	16	0	0	0	0	4	0	0	34
	\$0	\$2,779	\$0	\$1,705	\$0	\$0	\$0	\$0	\$341	\$0	\$0	\$4,825
	0%	58%	0%	35%	0%	0%	0%	0%	7%	0%	0%	100%
2.0 - Post Design Services												
- Attendance at various meetings that could include, but not limited to: pre-construction and ongoing construction meetings, PCDOT and utility coordination meetings. A total of 8 meetings are estimated.	0	16	0	16	0	0	0	0	0	0	0	32
- Periodic construction observation as requested.	0	0	0	4	0	0	0	0	0	0	0	4
- Review of contractor's submittals for compliance with ADOT/FHWA requirements as requested.	0	0	0	4	0	2	0	0	0	0	0	6
- Review and approval of design changes.	0	0	0	4	0	0	0	0	0	0	0	4
- Review proposals for substitutions or "approved alternatives".	0	0	0	4	0	0	0	0	0	0	0	4
- Review and approval of shop drawings as needed.	0	0	0	4	0	2	0	0	0	0	0	6
- Clarification of design and/or construction documents (including plans, specifications, and quantity calculations)	0	0	0	4	0	2	0	0	0	0	0	6
- Evaluation of value engineering proposals as needed.	0	0	0	4	0	0	0	0	0	0	0	4
- Design changes due to variations in field conditions.	0	0	0	4	0	0	0	0	0	0	0	4
- Preparation of as-built drawings from marked up plans provided by the PCDOT. (transfer PCDOT field redlines to signed/sealed plan .pdf's)	0	16	0	32	0	2	0	0	32	0	0	82
- Project Administration	0	0	0	0	0	0	0	0	0	8	0	8
Subtotal	0	32	0	80	0	8	0	0	32	8	0	160
	\$0	\$6,353	\$0	\$8,524	\$0	\$691	\$0	\$0	\$2,726	\$824	\$0	\$19,118
	0%	33%	0%	45%	0%	4%	0%	0%	14%	4%	0%	100%
Total Hours	0	46	0	96	0	8	0	0	36	8	0	194
Total Labor Cost	\$0	\$9,132	\$0	\$10,229	\$0	\$691	\$0	\$0	\$3,067	\$824	\$0	\$23,943
% of Total Labor Cost	0%	38%	0%	43%	0%	3%	0%	0%	13%	3%	0%	100%
% of Total Hours	0%	24%	0%	49%	0%	4%	0%	0%	19%	4%	0%	100%