

High Desert Corridor
Joint Powers Authority

May 3, 2017

Meeting Materials

Item 10b

Amend the Transportation Solutions (TS)
Professional Services Agreement for P3
Advancement of the Rail Connector
Implementation, Highway, Bikeway, Green
Corridor and Land Use



High Desert Corridor Joint Powers Authority



E-220 HIGH DESERT CORRIDOR

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

AMENDMENT NO. 4 TO

PROFESSIONAL SERVICES AGREEMENT FOR

Public-Private Partnership (P3) Advancement

- **Rail Connector Implementation**
- **Highway**
- **Green Corridor**
- **Land Use**
- **Bikeway**

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This Amendment No. 4 ("Amendment") to the Professional Services Agreement for Rail Connector Implementation Study, dated as of _____ is made and entered into by and between the High Desert Corridor Joint Powers Authority ("JPA") and Transportation Solutions ("Consultant").

I. Background

On June 2, 2015, the JPA entered into a Professional Services Agreement for Rail Connector Implementation Study with Consultant for the purpose of obtaining the services of Consultant to lay out a path forward to expedite the Rail Connector which would address specific institutional, procurement, scheduling, scope, funding and risk issues identified in the Scope of Work described in the Agreement. The Parties expanded the scope to include Professional Services related to Public Private Partnership Advancement.

II. Previous Term of Agreement

Section III of Amendment No. 2 to the Agreement provided that the Term of the Agreement period was to commence upon issuance of a written Notice to Proceed issued by the JPA, and was to continue in full force and effect through September 30, 2016, unless extended by the Parties by written amendment.

III. Prior Extension of Term of Agreement

As a result of the Rail Ridership and Revenue Study, the Metro Tolling Study, and the need to prepare information needed for Board decisions about the implementation of a P3 (Private-Public Partnership) in the right-of-way cleared by the HDC EIS/R, the Parties have agreed in Amendment No. 3 to extend the Term of the Agreement to December 31, 2018, or upon completion of the final Transportation Solutions report, whichever is first.

IV. Scope of Work

Paragraph V. of the original Agreement contained a Scope of Work. Paragraph V. of the original Agreement is hereby amended to expand the Scope of Work as set forth in Exhibit C, in accordance with the schedule set forth therein.

V. Compensation and Invoicing

Paragraph VI of the original Agreement set forth the compensation and invoicing for the original Scope of Work. Paragraph VI is hereby amended to add the following:

The method of payment for the expanded Scope of Work set forth in this Amendment will be based on a total sum. The total not to exceed price paid to Consultant will be \$360,000, which shall include all Work and deliverables of Consultant's work. In addition, Consultant will also be authorized to subcontract for Financial, Legal, Engineering, Media Relations and Advocacy Consultants upon approval of the JPA Chief Administrative Officer. Progress payments may be made monthly in arrears based on the percentage of Work completed by Consultant or subcontractors. Consultant shall submit progress reports with its invoices.

Payments to Consultant shall be made within thirty (30) calendar days after receipt and approval by the JPA.

VI. Other Terms of the Agreement

All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the High Desert Corridor Joint Powers Authority (“JPA”) and Transportation Solutions (“Consultant”) have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

**HIGH DESERT CORRIDOR
JOINT POWERS AUTHORITY**

TRANSPORTATION SOLUTIONS

Robert A. Lovingood, Chairman

Neil C. Peterson

Dated: _____

Dated: _____