



City Council Staff Report

Date: July 6, 2011

CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT NO. 4461 WITH DOKKEN ENGINEERING FOR THE INDIAN CANYON DRIVE STREET & BRIDGE WIDENING, CITY PROJECT NO. 01-11

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

An amendment to the contract services agreement with Dokken Engineering is required to include additional services related to a change in scope of the Indian Canyon Drive Street & Bridge Widening, City Project 01-11.

RECOMMENDATION:

- 1) Approve Amendment No. 3 to Agreement No. 4461 with Dokken Engineering, in the amount of \$713,800 for a total revised contract amount of \$1,213,700 for the Indian Canyon Drive Street & Bridge Widening, City Project 01-11; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On March 27, 2002, the City Council approved Agreement No. 4461 with Dokken Engineering to provide environmental and civil engineering design services for the Indian Canyon Drive Street & Bridge Widening, City Project 01-11. This project will widen Indian Canyon Drive between the Union Pacific Railroad (UPRR) and Garnet Avenue. It is one of three projects on Indian Canyon Drive planned or under construction to widen Indian Canyon Drive from Palm Springs to I-10.

This project is federally funded, and as such requires coordination with the California Department of Transportation (Caltrans). Caltrans, as the lead federal agency, has responsibility to review the project for conformance with federal environmental laws and to ensure compliance with state and federal regulations and design standards. Although the project commenced in 2002, a lengthy environmental review process was

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required, with Caltrans issuing final environmental approvals in 2009. Federal rules prevent the City from proceeding with final engineering design until after the environmental clearance is obtained. Thus, Dokken Engineering initiated final design in late 2009.

The original scope of this project assumed widening of the existing UPRR bridge. This assumption was based on all prior projects in the Coachella Valley involving widening of existing railroad bridges, including the Gene Autry Trail UPRR bridge which is currently under construction. However, recent UPRR policy implemented statewide dictates that if existing railroad bridges do not allow for future expansion of railroad operations, including construction of new tracks, widening the existing bridge will not be allowed by UPRR. Essentially, this new UPRR policy communicated to the City in January 2010 requires the City to demolish the existing UPRR bridge and construct an entirely new bridge to provide clearance for future UPRR tracks.

Despite our best efforts to prevail with UPRR on this policy, without UPRR's approval of our bridge widening plans this project cannot proceed to construction. Therefore, a complete change of scope to this project has been dictated by the UPRR requiring demolition of the existing bridge and replacement with a new bridge structure. The existing bridge is a 4-span bridge, the UPRR is allowing the City to construct a new bridge with one pier in the UPRR right-of-way. The new 2-span bridge design impacts the entire project, increasing the project footprint and requiring re-validation of the environmental approval.

Dokken Engineering has requested City approval of a contract amendment to accommodate the change in scope. Following is the summary of the new scope of work required:

- Demolish existing 4-span bridge and construct new 2-span bridge structure.
- Construct new bridge approaches with an increased vertical profile to accommodate the new 2-span bridge structure.
- Install a new traffic signal at the Indian Canyon Drive / Palm Springs Station Road intersection.
- Construct a temporary construction detour for Palm Springs Station Road, and realign the Palm Springs Station Road approximately 50 feet west of its current alignment, and relocate its intersection with Indian Canyon Drive 60 feet south of its current location.
- Facilitate relocation and adjustment of existing Southern California Edison (SCE) overhead utilities and power poles located along the east side of Indian Canyon Drive.
- Remove the existing Granite Construction Co.'s driveway to the Garnet Aggregate Facility and other on-site improvements, and reconstruct a new driveway and associated on-site improvements as necessary to reconstruct a new intersection aligned with the Palm Springs Station Road at Indian Canyon Drive.

The additional fees are being requested to adjust the design budget to compensate for:

- Environmental re-validation of project due to change in scope

- Revised / new street plan and profile design (new 2-span bridge increases vertical profile of Indian Canyon Dr.; original scope planned to widen existing profile)
- New street drainage design (required due to changed roadway profile)
- Utility relocation coordination (SCE poles along east side of street must be relocated due to changed roadway profile)
- Complicated construction staging plans (widening existing bridge allowed for simplified staging plans; demolition and replacement of existing bridge requires complicated construction staging and traffic control plans)
- Traffic signal design at Palm Springs Station Road (original scope did not include signalized intersection)
- New bridge structure design (plans to include demolition of existing structure and complete design of new 2-span structure)
- New bridge abutment design (increased vertical profile requires new tall abutments at UPRR right-of-way)
- New geotechnical report (new bridge structure design requires additional soil borings and analysis not required with original scope of project)

In addition to the increased fees resulting from the change in scope of the project, new services are being added to the scope of this contract, which include:

- Right of way appraisal and acquisition services
- Bid support services

Ordinarily, staff is very critical of any requested increase in consultant fees, and limits contract amendments to only increased or new fees that result from City directed changes in scope to a project. All of the increased fees included in the proposed contract amendment are the result of the change in scope to the project dictated by the UPRR, or are new services being added at the direction of staff. Staff has reviewed the requested contract amendment with Dokken Engineering, and recommends its approval by the City Council.

FISCAL IMPACT:

Sufficient funds are available in Regional Measure A account 134-4497-50196 and Local Measure A account 134-4498-50196. No local miscellaneous general funds are required for this contract.

Expenditures to encumber the contract amendment will be made as follows:

134-4497-50196: \$359,900
134-4498-50196: \$359,900

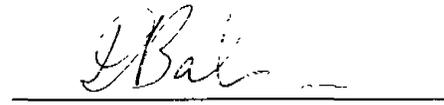
SUBMITTED:

Prepared by:

Recommended by:

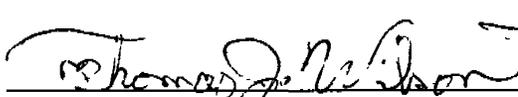


Marcus L. Fuller
Assistant Director of Public Works

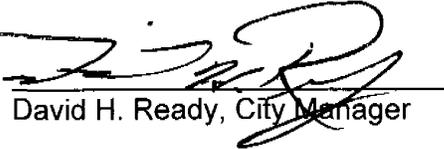


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Amendment No. 3 to Agreement No. 4461

AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT NO. 4461
WITH DOKKEN ENGINEERING
INDIAN CANYON DRIVE STREET & BRIDGE WIDENING, CP #01-11

The following articles of Agreement No. 4461 are hereby amended to read as follows:

Wherever in the Agreement the term "Contractor" is referred to shall be amended to refer to the term "Consultant".

SECTION 2.1 Maximum contract amount is amended to One Million Two Hundred Thirteen Thousand Seven Hundred Dollars (\$1,213,700.00).

SCOPE OF SERVICES (Exhibit "A") – Exhibit "A" is amended as follows:

See the attached sheets.

SCHEDULE OF COMPENSATION (Exhibit "C") – Exhibit "C" is amended as follows:

See the attached revised Exhibit "C".

SCHEDULE OF PERFORMANCE (Exhibit "D") – Exhibit "D" is amended as follows:

See the attached revised Exhibit "D".

Purchase Order Number(s):	216363
Agreement Number:	4461
Original City Council Approval:	March 27, 2002
Original Contract Amount:	\$ 421,500
Amount of Previous Increase(s)	\$ 78,400
Amount of This Increase	\$ 713,800
Amended Total:	\$ 1,213,700
Account Number(s):	134-4497-50196

SIGNATURES ON LAST PAGE

Except as specifically amended by this Amendment No. 3, all terms and provisions of Agreement No. 4461 remain in full force and effect.

ATTEST:

CITY OF PALM SPRINGS,
a California charter city

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR: DOKKEN ENGINEERING
Check one: Individual Partnership Corporation

Corporations require two notarized signatures: One signature **must** be from the Chairman of Board, President, or any Vice President. The second signature **must** be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

By: *Richard A. Dokken* CEO
Notarized Signature of Chairman of Board,
President or any Vice President

By: *Cathy Chan*
Notarized Signature Secretary, Asst Secretary,
Treasurer, Asst Treasurer or Chief Financial Officer

Name: Richard A. Dokken
Title: Chairman

Name: Cathy Chan
Title: Secretary

State of California
County of Sacramento
On 5/27/11 before me, Lynne M. Castillo,
personally appeared Richard Dokken
who proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument

State of California
County of Sacramento
On 5/27/11 before me, Lynne M. Castillo,
personally appeared Cathy Chan
who proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal

WITNESS my hand and official seal

Notary Signature: *Lynne M. Castillo*

Notary Signature: *Lynne M. Castillo*

Notary Seal:

Notary Seal:

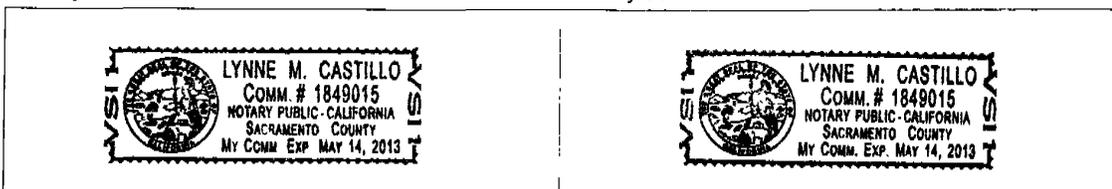


EXHIBIT "A"
SCOPE OF SERVICES

This Amendment No. 3 is the result of the imposition of a policy directive from the Union Pacific Railroad (UPRR) prohibiting widening of the existing 4-span bridge over the UPRR right-of-way, and requiring replacement of the existing bridge structure with a new 2-span bridge structure. Following is the summary of the new scope of work required:

- Demolish existing 4-span bridge and construct new 2-span bridge structure.
- Construct new bridge approaches with an increased vertical profile to accommodate the new 2-span bridge structure.
- Install a new traffic signal at the Indian Canyon Drive / Palm Springs Station Road intersection.
- Construct a temporary construction detour for Palm Springs Station Road, and realign the Palm Springs Station Road approximately 50 feet west of its current alignment, and relocate its intersection with Indian Canyon Drive 60 feet south of its current location.
- Facilitate relocation and adjustment of existing Southern California Edison (SCE) overhead utilities and power poles located along the east side of Indian Canyon Drive.
- Remove the existing Granite Construction Co.'s driveway to the Garnet Aggregate Facility and other on-site improvements, and reconstruct a new driveway and associated on-site improvements as necessary to reconstruct a new intersection aligned with the Palm Springs Station Road at Indian Canyon Drive.

ROADWAY SCOPE OF SERVICES

The limits of the "Roadway Scope of Services" are between Stations 124+00 to 126+23, and between Stations 155+15 to 165+44. The following additional services beyond the original scope of the agreement shall be provided by the CONSULTANT:

Task 1.0 Project Management

Additional project management services are required for the duration of the delivery schedule. The original schedule was based on a 30-month project delivery. Due to the lengthy environmental process and UPRR delays, the revised project delivery will require an additional 30 months of project management services.

Task 2.0 Survey and Right of Way

Due to the passage of time caused by the lengthy environmental process and UPRR delays, numerous changes have occurred with the topography and UPRR track alignments. The original survey and right-of-way work was completed in 2003. Annual flooding of the Whitewater River has altered the native elevations in the southerly

section of the project. UPRR has added another mainline track. SCE facilities which were originally assumed to be protected in place are now being impacted. Additionally, right-of-way appraisals, document preparation, acquisition, and certification are being added to the scope of work of this Agreement with this amendment.

In order to complete the right-of-way tasks and preparation of Plans, Specifications and Estimates (PS&E) reflecting current existing topography and other information, the following tasks are required:

Task 2.1 Right-of-Way Engineering. CONSULTANT shall prepare land net surveys and perform research to prepare existing right of way base map.

Task 2.2 Right-of-Way Requirements. Upon completion of preliminary geometrics and the documentation of existing right-of-way, plats and legal descriptions for each acquisition (Temporary Construction Easements, Right-of-Way Take, and Slope Easements) shall be prepared.

Following are the anticipated right of way needs:

- 7 TCE's
- 3 Right of Way Takes (Portion)
- 4 Slope Easements

In addition, the following new tasks will be performed by the CONSULTANT:

Task 2.3 Acquisition Exhibits. CONSULTANT shall prepare Property Owner Right of Way Acquisition Exhibits. The exhibits shall depict property impacts created by all permanent Right of Way acquisitions and required temporary and permanent easements for all affected properties.

Task 2.4 Appraisals. CONSULTANT shall prepare Right of Way Appraisals for all required parcels.

Task 2.5 Conveyance Documents. CONSULTANT shall prepare legal descriptions, plats, and ancillary conveyance documents associated with the deeds.

Task 2.6 Right of Way Coordination. CONSULTANT shall perform all work involved in acquiring property rights necessary for Right of Way Certification purposes.

Task 2.7 Right of Way Certification. CONSULTANT shall prepare Right of Way Certification documents.

Task 2.8 Surveying. CONSULTANT shall prepare new topographic mapping, right-of-way mapping, and field surveying. Surveying shall be accomplished as required to complete the design of the project.

Task 3.0 Preliminary Engineering Studies

Due to the extensive change in scope of the project, the CONSULTANT shall prepare a new Preliminary Engineering Report (PER). Additional services are required to update the PER with the final alignment and engineering information.

Task 4.0 Geotechnical Design

No additional work is required.

Task 5.0 Environmental Approval

No additional work is required.

Task 6.0 Roadway Plans, Specifications & Estimate (PS&E)

Task 6.1 30% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 30% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 6.2 65% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 65% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 6.3 90% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 90% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 6.4 100% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 100% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 6.5 Final Approval Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a final submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 7.0 Design Support During Bidding

The following new task shall be performed by the CONSULTANT:

Task 7.1 Bid Support

CONSULTANT shall attend pre-bid meeting. While the Project is being advertised for bids, all questions concerning the intent will be referred to the City for resolution. In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by the City as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by CONSULTANT and issued by the City or by change order after the award of the construction contract.

HIGHWAY BRIDGE PROGRAM (HBP) SCOPE OF SERVICES

The limits of the "HBP Project Scope of Services" are between Stations 126+23 to 155+15. The following additional services beyond the original scope of the agreement shall be provided by the CONSULTANT:

Task 1.0 Project Management

Additional project management services are required for the duration of the delivery schedule. The original schedule was based on a 30-month project delivery. Due to the lengthy environmental process and UPRR delays, the revised project delivery will require an additional 30 months of project management services.

Task 2.0 Survey and Right of Way

Due to the passage of time caused by the lengthy environmental process and UPRR delays, numerous changes have occurred with the topography and UPRR track alignments. The original survey and right-of-way work was completed in 2003. Annual flooding of the Whitewater River has altered the native elevations in the southerly section of the project. UPRR has added another mainline track. SCE facilities which were originally assumed to be protected in place are now being impacted. Additionally, right-of-way appraisals, document preparation, acquisition, and certification are being added to the scope of work of this Agreement with this amendment.

In order to complete the right-of-way tasks and preparation of Plans, Specifications and Estimates (PS&E) reflecting current existing topography and other information, the following tasks are required:

Task 2.1 Right-of-Way Engineering. CONSULTANT shall prepare land net surveys and perform research to prepare existing right of way base map.

Task 2.2 Right-of-Way Requirements. Upon completion of preliminary geometrics and the documentation of existing right-of-way, plats and legal descriptions for each acquisition (Temporary Construction Easements, Right-of-Way Take, and Slope Easements) shall be prepared.

Following are the anticipated right of way needs:

- 5 TCE's
- 4 Right of Way Takes (Portion)
- 3 Slope Easements

In addition, the following new tasks will be performed by the CONSULTANT:

Task 2.3 Acquisition Exhibits. CONSULTANT shall prepare Property Owner Right of Way Acquisition Exhibits. The exhibits shall depict property impacts created by all permanent Right of Way acquisitions and required temporary and permanent easements for all affected properties.

Task 2.4 Appraisals. CONSULTANT shall prepare Right of Way Appraisals for all required parcels.

Task 2.5 Conveyance Documents. CONSULTANT shall prepare legal descriptions, plats, and ancillary conveyance documents associated with the deeds.

Task 2.6 Right of Way Coordination. CONSULTANT shall perform all work involved in acquiring property rights necessary for Right of Way Certification purposes.

Task 2.7 Right of Way Certification. CONSULTANT shall prepare Right of Way Certification documents.

Task 2.8 Surveying. CONSULTANT shall prepare new topographic mapping, right-of-way mapping, and field surveying. Surveying shall be accomplished as required to complete the design of the project.

Task 3.0 Structure Advance Planning Studies

Due to the extensive change in scope of the project, the CONSULTANT shall prepare a new Preliminary Engineering Report.

Two bridge layouts shall be proposed to UPRR and to Caltrans and shall include the following scenarios:

- 200 feet UPRR right of way with vertical abutments at the right of way line and one pier in the right of way (18' clear of existing northerly track)
- 200 feet UPRR right of way with vertical abutments at the right of way line and one pier in the right of way (18' clear of middle existing track and requires track relocation)

Task 4.0 Geotechnical Design

Additional services are required to acquire UPRR permits and insurance, perform additional borings, labwork, prepare a new Structures Foundation Report, and prepare a new Geotechnical Design Report.

The existing field investigation consisted of drilling four bridge foundation borings to depths of approximately 40 to 60 feet below original grade, with the deeper borings being drilled through the existing bridge approach fills. Four additional borings were drilled to completion depths of 6.5 feet to 24.5 feet below existing grade along the approaches for existing structural pavement and subgrade soil determination, approach fill widening, and to collect samples for classification and R-value testing.

Based upon the loading demands of the original bridge widening scope (the existing bridge has a maximum span length of 50 feet and substructures consisting of multi-piled solid bent walls and short stub seat type abutments), the completed borings provided enough design information to support only the bridge widening in kind. Additionally, since the widening would have kept the approach fills at approximately the same elevation and profile (1'±) and the limits and lengths of the approaches are essentially the same as the existing bridge, no further geotechnical work would have been required to prepare PS&E for widening of the existing bridge.

The change in scope required by the UPRR, to demolish the existing bridge and replace with a new bridge structure has the following changes which require additional geotechnical work to complete the design:

The new bridge abutment locations are approximately 100 feet away from the nearest bridge boring. There is a boring at the new bent location but due to the new span configuration (the new spans are 150 foot and 175 foot, respectively) the loading requirements at both the bent and the abutments require borings with depth on the order of 80 to 90 feet for both the larger axial and lateral demands of the two span replacement structure.

Two of the four bent foundations have to be constructed within the existing bridge slopes to maintain existing traffic and will require temporary shoring as well as foundation design at these locations.

The new bridge has full-height abutments to reduce the overall bridge length and will require shoring on the order of 25 feet tall (exposed face) to facilitate the staged construction and maintain traffic on the existing bridge approaches.

The profile of the new alignment due to the longer spans and a design speed of 55 mph required a grade difference of as much as 15 feet above the existing profile. Staging of the project requires temporary fabric-faced mechanically stabilized earth retaining walls to retain the new approach fills while maintaining the existing bridge open to traffic and then to support the traffic while the existing bridge is demolished.

Since the profile is raised, the approach fills are now about 500 feet long and will require about 2000 linear feet of temporary MSE wall to stage the construction while maintaining traffic.

The existing approach fill will be widened and raised and the limits extended as stated above.

This new alignment and geometry requires the following new geotechnical work to adequately complete the bridge design:

Three (3) new bridge borings, one at each foundation location, 80 to 90 feet deep to obtain soils information for the design of the larger bridge foundations. The bent foundation will also require a railroad right of entry and project insurance policy.

Seven (7) new approach fill/temporary MSE wall/new and widened approach fill borings between 20 to 50 feet deep will be required to provide bearing capacity, settlement, and stability analyses for the aforementioned required project improvements not part of the original widening footprint.

Task 5.0 Traffic Studies

Due to the passage of time and the new opening day date of 2013, the environmental revalidation requires 2035 traffic numbers. The CONSULTANT shall extrapolate the 2009 traffic data to support the environmental revalidation.

Task 6.0 Environmental Approval

Due to the extensive change in scope of the project, the CONSULTANT shall prepare the following new tasks:

Task 6.1 Environmental Revalidation

CONSULTANT shall prepare a NEPA Revalidation and CEQA Addendum. To accommodate required changes in the project design, additional permanent rights-of-way, temporary construction easements (TCE's), and elevated roadway profile and grade to conform to the elevated bridge structure design, CONSULTANT shall prepare a CEQA Addendum to the Mitigated Negative Declaration and a NEPA revalidation to the NEPA Categorical Exclusion. The Addendum/Revalidation shall include updates to the project description, description of the alternative, the environmental resource

updates, and any other environmental sections that would warrant update due to changes in the project design or changes in local, state, or federal regulations. Pursuant to CEQA Guidelines Section 15164 an addendum need not be circulated for public review because it would not cause a change in any of the project's thresholds of significance for impacts. Subsequent to approval of the Addendum (by the City) and Revalidation (by Caltrans), CONSULTANT shall prepare a Notice of Determination for the updated Bridge Replacement Alternative.

Biological Update

CONSULTANT shall ensure all additional off-site environmental mitigation already purchased address the additional acres of direct and indirect effects associated with the changes in project design identified and shall be coordinated with CVAG in accordance with the CVMSHCP and the USFWS. Pursuant to the U.S. Fish & Wildlife Service's Programmatic Biological Opinion (FWS-ERIV-3282.4) a total of 332.5 total acres of off-site environmental mitigation acreage was required to offset direct and indirect effects for the Indian Avenue (now Indian Canyon Drive) Interchange and the associated arterial. On Nov. 1, 2007, CVAG had previously completed acquisition of 1,364 acres (the "Cathton Property") for off-site environmental mitigation associated with five Interstate 10 Interchanges, of which 240.06 was identified as mitigation for environmental impacts associated with the Indian Canyon Dr. Interchange and arterial projects. A balance of 92.44 acres of off-site environmental mitigation remained to be acquired for the Indian Canyon Dr. arterial projects. On April 23, 2010, CVAG completed acquisition of 160 acres within the Whitewater Floodplain Reserve (APN 669-460-003 and 669-460-004). A surplus of 67.56 acres of off-site environmental mitigation acreage located within the Whitewater Floodplain Reserve exists which may be applied to additional environmental impacts associated with the required changes in project design identified herein.

Task 7.0 Bridge (Structural) Plans, Specifications & Estimate (PS&E)

Task 7.1 30% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 30% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Additional services are required to accommodate the following changes to the original scope:

- Roadway replacement (original project proposed widening roadway at existing profile, revised scope requires elevated roadway profile)
- Drainage design (elevated roadway profile alters existing drainage patterns)
- Utility relocations (original project assumed utilities were to remain in place)

- Complicated construction staging plans (original project proposed widening the existing bridge while traffic is maintained on existing bridge. Revised scope requires elevated roadway profile complicating construction staging and traffic control)
- New traffic signal at Palm Spring Station Road is required (original scope did not include signalized intersection)
- New 2-span structure design (original project proposed widening existing 4-span structure)
- Tall abutment design (original project proposed extending existing shorter abutments)
- Three stage construction (original project proposed construction in 1 stage. Revised scope requires multiple stages to maintain traffic, requiring additional structure analysis and design)

Task 7.2 65% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 65% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 7.3 90% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 90% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 7.4 100% Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a 100% submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 7.5 Final Approval Submittal.

Due to the extensive change in the scope of the project, the CONSULTANT shall prepare a final submittal resulting from the demolition of the existing bridge and construction of a new bridge, and all associated roadway improvements related to the change in scope required by the UPRR.

Task 8.0 Railroad Coordination

Due to the extensive change in scope of the project, the CONSULTANT shall closely coordinate with UPRR and obtain UPRR approvals up to and including a Railroad Agreement for the following:

- Structure Layout
- Pier Location
- Abutment Location
- Track Relocation (if required)
- Vertical Clearance

Task 9.0 Design Support During Bidding

The following new task shall be performed by the CONSULTANT:

Task 9.1 Bid Support

CONSULTANT shall attend pre-bid meeting. While the Project is being advertised for bids, all questions concerning the intent will be referred to the City for resolution. In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by the City as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by CONSULTANT and issued by the City or by change order after the award of the construction contract.

END OF EXHIBIT "A"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Tasks listed below are identical to tasks identified in Exhibit A (as amended) of this Agreement, and identify the Task Total Lump Sum costs inclusive of the originally agreed fee and any amended fees approved by the City through this Addendum No. 3. Other provisions included on Exhibit C of the original Agreement shall remain in full force and effect.

	<u>Task Total Lump Sum</u>
ROADWAY SCOPE OF SERVICES	
Task 1.0, Project Management	\$11,200
Task 2.0, Survey and Right-of-Way	
Task 2.1, Right of Way Engineering	\$2,000
Task 2.2, Right of Way Requirements	\$1,000
Task 2.3, Acquisition Exhibits	\$10,000
Task 2.4, Appraisals	\$24,000
Task 2.5, Conveyance Documents	\$21,000
Task 2.6, Right of Way Coordination	\$23,000
Task 2.7, Right of Way Certification	\$1,000
Task 2.8, Surveying	\$12,500
Task 3.0, Preliminary Engineering Studies	\$7,500
Task 4.0, Geotechnical Design	\$6,300
Task 5.0, Environmental Approval	\$50,900
Task 6.0, Roadway Plans, Specifications & Estimate (PS&E)	
Task 6.1, 30% Submittal	\$80,460
Task 6.2, 65% Submittal	\$53,500
Task 6.3, 90% Submittal	\$47,000
Task 6.4, 100% Submittal	\$24,000
Task 6.5, Final Approval Submittal	\$11,240
Task 7, Design Support During Bidding	\$2,000
Total of all Tasks of Roadway Scope of Services	\$388,600

EXHIBIT "C"
(Continued)
SCHEDULE OF COMPENSATION

	<u>Task Total Lump Sum</u>
BRIDGE SCOPE OF SERVICES	
Task 1.0, Project Management	\$31,800
Task 2.0, Survey and Right-of-Way	
Task 2.1, Right of Way Engineering	\$8,000
Task 2.2, Right of Way Requirements	\$4,000
Task 2.3, Acquisition Exhibits	\$8,000
Task 2.4, Appraisals	\$32,000
Task 2.5, Conveyance Documents	\$19,500
Task 2.6, Right of Way Coordination	\$34,000
Task 2.7, Right of Way Certification	\$4,000
Task 2.8, Surveying	\$34,500
Task 3.0, Structure Advance Planning Studies	\$35,000
Task 4.0, Geotechnical Design	\$110,000
Task 5.0, Traffic Studies	\$7,500
Task 6.0, Environmental Approval	\$110,000
Task 7.0, Bridge (Structural) Plans, Specifications & Estimate (PS&E)	
Task 7.1, 30% Submittal	\$150,000
Task 7.2, 65% Submittal	\$92,400
Task 7.3, 90% Submittal	\$66,000
Task 7.4, 100% Submittal	\$26,400
Task 7.5, Final Approval Submittal	\$9,000
Task 8.0, Railroad Coordination	\$37,000
Task 9.0, Design Support During Bidding	\$6,000
Total of all Tasks of Bridge Scope of Services	\$825,100
Grand Total of Contract	\$1,213,700

END OF EXHIBIT "C"

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Roadway Scope of Services

Task 1 shall be completed within 30 months of City's approval of this Amendment No. 3.

Tasks 2, 3, and 4 shall be completed within 17 months of City's approval of this Amendment No. 3.

Task 5 shall be completed within 6 months of City's approval of this Amendment No. 3.

Task 6 shall be completed within 9 months of completion of Task 5.

Task 7 shall be completed as necessary during bidding.

Bridge Scope of Services

Task 1 shall be completed within 30 months of City's approval of this Amendment No. 3.

Tasks 2, 3, 4, and 8 shall be completed within 17 months of City's approval of this Amendment No. 3.

Tasks 5 and 6 shall be completed within 6 months of receipt of City's approval of this Amendment No. 3.

Task 7 shall be completed within 9 months of completion of Task 6.

Task 9 shall be completed as necessary during bidding.

END OF EXHIBIT "D"