

AMENDMENT TWO TO AGREEMENT FOR ENGINEERING SERVICES
FOR
UPPER WOLF CREEK BRIDGE AT WOLF CREEK ROAD
BRIDGE REPLACEMENT PROJECT
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TWO TO AGREEMENT is made this _____ day of _____, 2022, by and between the County of Lake, hereinafter referred to as "COUNTY", and Dewberry Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated February 2, 2016 to provide preliminary and final design, right of way, bidding and construction assistance services in order to replace the Upper Wolf Creek Bridge; and

WHEREAS, CONSULTANT desires to amend their budget for work on various tasks; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said AGREEMENT allows that matters concerning scope of services which affect the agreed price may only be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is modified to read as follows:

- A. CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibit "C", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.

2. "Compensation" under ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT" is modified to read as follows:

- C. **Compensation:** The method of payment for this contract will be based on Actual Cost-Plus-Fixed Fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "B" as hereby modified by Exhibit "C". Direct Costs for Sub-consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B" as hereby modified by Exhibit "C", provided however that the total payments to CONSULTANT shall not exceed \$513,892.00 for the Upper Wolf Creek at Wolf Creek Road Bridge Replacement Project without prior written authorization by COUNTY and formal Amendment to this Agreement.

Upper Wolf Creek Bridge at Wolf Creek Road, Bridge Replacement Project, Phase 1, Preliminary Engineering.....	\$196,699.00
Upper Wolf Creek Bridge at Wolf Creek Road, Bridge Replacement Project, All Phases, Final Engineering.....	\$513,892.00

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$30,834.00 for Upper Wolf Creek Bridge at Wolf Creek Road, Bridge Replacement Project. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 2, 2016, and the First Amendment thereto dated December 30, 2020, shall remain in full force and effect.

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COUNTY and CONSULTANT have executed this Amendment Two to Agreement on the
day and year first written above.

COUNTY OF LAKE:

Dewberry Inc.

Chair, Board of Supervisors



ATTEST:

SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

By: 

AMENDMENT NO. 2
UPPER WOLF CREEK BRIDGE AT WOLF CREEK ROAD
BRIDGE REPLACEMENT PROJECT
COUNTY OF LAKE
DEPARTMENT OF PUBLIC WORKS
SCOPE OF SERVICES
February 9, 2022

The Upper Wolf Creek Bridge structure on Wolf Creek Road is scheduled for replacement along the existing alignment. There are existing PG&E and AT&T overhead lines within the project site that will require relocations, as well as, a 6-inch water line that is connected to the existing bridge and will have to be relocated to the new bridge.

TASK 5: FINAL DESIGN ENGINEERING - \$18,363.00

On 12/21/21 Caltrans HBP Coordinator sent an email stating the limits of improvements along Spring Valley Road would only be eligible on the east side of Spring Valley Road and between the stations 22+20 to 24+00. This limitation on eligible roadway work is a significant reduction on the work that has already been designed. The profile along Wolf Creek Road is being raised to accommodate the replacement bridge, thus increasing the profile along Spring Valley Road. In order to limit the roadway repairs to the eligible limits, a design exception to use a substandard design speed will be required. Additionally, new plan sheets and details will be required to provide conform details and limits of roadway improvements in order to have adequate details to conform the east half of the roadway to the existing centerline of Spring Valley Road.

TASK 8: UTILITY RELOCATION COORDINATION - \$6,712.00

Four utility owners have been identified as being potentially located within the project area: Lake County Special Districts for water lines, PG&E for electric and gas, AT&T for telecommunication lines, and Mediacom for cable. Additional budget is needed to perform the remaining work involved with Tasks 8.2 based on the current Caltrans LAPM chapter 14 "Utility Relocation" process in order to reach approval to include the relocation of the Special Districts water line as a project cost. These additional hours are anticipated in order to coordinate and complete the utility relocation process of identifying and relocating the utility beyond what was proposed in the existing contract Task 8 from 2016.

Task 8.2 – Prepare Documents for Caltrans Utility Relocation Procedure

This bridge replacement project is federally funded, and the County intends to use federal funds to relocate any utilities that the County is deemed liable for. We are assuming PG&E and AT&T will be liable, as such, only the Notice to Owners (NTO) will be required which was assumed in the original budget. In order to use federal funds to relocate the Special Districts water line, a Report of Investigation (ROI) will need to be prepared for the Special District, and ultimately Notice to Owners (NTO), Utility Agreement (UA), and Special Agreement (SA) will need to be prepared for the Special District facilities. These documents will require coordination to obtain Caltrans' review and approval prior to going to the owners for signature. This effort will require additional budget to prepare the Caltrans forms and coordinate with Caltrans and Special Districts to reach approval. If the liability is different than assumed for any of the utilities, Dewberry will coordinate with the County on the effort required to prepare any additional documents.

Deliverables Task 8.2:

- ✓ Caltrans LAPM Chapter 14 products including NTO, ROI, UA and Specific Authorizations/Approval

of Utility Agreements depending on the liability determinations

TASK 12: WATER LINE RELOCATION AND DESIGN - \$24,869.00

The replacement bridge will include provisions for a relocated 6-inch water line crossing that will be mounted under the bridge deck overhang. However, providing a temporary crossing for this water line during construction of the replacement bridge will not be necessary as the existing system is a closed loop system. All water line design will comply with Lake County Special District (LCSD) Water Supply Design and Construction Standards. Anticipated characteristics of the distribution water line are as follows:

1. Pipeline will be installed by hanging supports under the bridge deck overhang to carry the steel or ductile iron pipe water line. Since the pipe will be supported by the bridge, seismic joints (similar to a flex-tend flexible expansion joint) will be required at each end of the bridge. The wingwalls at the Begin Bridge end of the new bridge are flared, which will require special detailing to accommodate the relocated water line. It is also assumed that restrained joints will be required at each end of the bridge to accommodate thrust forces.
2. Limits of the pipeline installation will align with the limits of the new pavement constructed as part of the Bridge Project.
3. Pipeline extension will be furnished with isolation valves on either side of the bridge.
4. It is anticipated that an Air Relief Valve (ARV) will need to be installed within the span limits crossing the bridge.

Design of the water line crossing will include the following tasks: (1) Coordination with the Lake County Special District; (2) Review of proposed pipeline alignment; (3) Preparation of basis of design memorandum; and (4) Development of final design documents. Each task is described below.

Task 12.1 – Coordination with Lake County Special District

Design of the water distribution pipeline will conform with LCSD standards and preferences along with funding program requirements. Two meetings are anticipated with LCSD staff. The initial meeting will be face to face and will focus on a discussion of design requirements and LCSD-furnished information regarding the following:

- a. Local water distribution system requirements and reliability concerns
- b. System operational pressures
- c. Desired water line appurtenances
- d. Provisions for future connection
- e. Pipeline acceptance procedures
- f. Pipeline specifications including AWWA references

The second meeting with LCSD staff will be virtual and will occur following submission of the 95% design documents. The meeting will focus on provisions for pipeline maintenance, separation criteria, specifications for appurtenances, testing procedures, and conformance with LCSD standards. The meeting will also provide an opportunity for receipt of LCSD comments on the 95% plans and specifications. The results of each meeting will be summarized in meeting minutes to be submitted to LCSD staff.

Deliverables Task 12.1:

- ✓ Meeting Minutes

Task 12.2 – Review of Proposed Pipeline Alignment

A site visit and field investigation are anticipated to confirm the proposed pipeline alignment. The objectives

of the site visit include:

- a. Identifying any surface features/constraints that could impact pipeline access
- b. Confirming the location of existing utilities to the extent possible
- c. Establishing points of connection to the distribution pipeline segment to be installed as part of the project

The results of the field investigation will be documented in the basis of design memorandum prepared under Task 12.3. The site visit will be scheduled to coincide with the initial meeting with LCSD staff (see Task 12.1).

Task 12.3 – Preparation of Basis of Design Memorandum

The Basis of Design Memorandum (BOD) will include a narrative description of all design criteria/assumptions along with preliminary engineering drawings illustrating the horizontal and vertical alignment of the permanent distribution pipeline through the Bridge Project footprint including any utility crossings. The location of pipeline appurtenances will be shown along with the results of any potholing activities. The BOD will be submitted for LCSD approval prior to initiating final design activities.

Deliverables Task 12.3:

- ✓ Basis of Design Memorandum

Task 12.4 – Development of Final Design Documents

Final design documents will be incorporated into the Bridge Project contract documents. Final design documents will include plans, technical specifications, bid item descriptions, and construction cost estimates. A total of four construction drawings are anticipated including two plan and profile sheets for the permanent pipeline crossing, one detail sheet for pipeline appurtenances, and one structures utility sheet for the hangers and details of the utility on the bridge. Technical specifications will be prepared as Special Provisions to Caltrans standard specifications. Bid item descriptions will be prepared consistent with Caltrans guidelines and State funding requirements. Cost estimates for pipeline improvements will be developed to facilitate subsequent cost tracking during construction and reimbursement procedures for pipeline improvements. Design documents will be submitted at the 95% and 100% completion stages. Responses to review comments will be prepared and submitted with the subsequent document submittal.

Deliverables Task 12.4:

- ✓ 95% Plans, Technical Specifications, Bid Item Descriptions, and Cost Estimate
- ✓ “Redline” set of 95% Submittal with Responses to County Comments
- ✓ 100% Plans, Technical Specifications, Bid Item Descriptions, and Cost Estimate

FIXED FEE & OTHER DIRECT COSTS - \$4,995.00/\$9,048.00

In addition to the additional work items described above, a total of \$4,995.00 will be added to the overall fixed fee of the project and a total of \$9048.00 will be added to the Other Direct Costs (ODC) to cover the mileage for any site visits related to the utility relocations (\$314.00) and potholing the existing water line (\$8734.00). Potholing the existing water line includes two pothole locations to tie the new line into the existing line and to provide an elevation to avoid conflict with a new roadside drainage pipe that will cross beneath Spring Valley Road. Additionally, ground penetration radar will be used to locate top of pipe elevations at four (4) existing valve locations to allow for the existing pipe profile to be laid out along Spring Valley Road and Wolf Creek Road. Additional work included in the potholing cost includes: backfilling potholes, AC patches, traffic control, encroachment permit, and mobilization.

The total requested Amendment amount is \$63,987.00 as shown in the attached fee and hours breakdown. This amendment does not change the approved overhead rate of 131.60% for the project.