

## Attachment B

### FIRST AMENDMENT TO AVENUE 416 KINGS RIVER BRIDGE PROJECT AGREEMENT FOR FINAL ENGINEERING FOR PLANS, SPECIFICATIONS AND ESTIMATE

THIS FIRST AMENDMENT TO AGREEMENT, is entered into as of \_\_\_\_\_, 2012 between the COUNTY OF TULARE, referred to as "COUNTY", and Cornerstone Structural Engineering Group, Inc., referred to as "CONSULTANT", with reference to amending County Agreement No. 24457.

WHEREAS, the parties provided in Agreement No. 24457 for mutually acceptable changes in the scope, character, or complexity of the work to be accommodated by a supplemental agreement; and

WHEREAS, the Consultant has diligently prosecuted the work under County Agreement No. 24457, but has not completed said work in compliance with the schedule in Exhibit C for reasons beyond the control of the Consultant; and

WHEREAS, the parties have determined that additional services, a time extension and additional compensation is needed; and

WHEREAS, the subject terms and conditions are understood and agreed as set forth below.

ACCORDINGLY, IT IS AGREED:

1. SERVICES: The provisions of Article 1, "SERVICES," of County Agreement No. 24457 are amended to add the following:

a. In addition to the work the Consultant is performing under County Agreement No. 24457, the Consultant shall provide the additional engineering and Design Support During Construction more particularly described in "Exhibit A-1, Amendment No. 1 Scope of Work," attached hereto and made a part of this agreement.

COUNTY AGREEMENT NO. \_\_\_\_\_

2. TIME FOR PERFORMANCE/TERM: The provision in Article 2, "TIME FOR PERFORMANCE/TERM" of County Agreement No. 24457 is hereby amended as follows:

a. The schedule attached as "Exhibit C, Avenue 416 Kings River Bridge Project Delivery Schedule," to County Agreement No. 24457 is no longer in effect.

b. The applicable schedule for work under this Agreement is detailed in "Exhibit C-1, Avenue 416 Kings River Bridge Project Delivery Schedule," attached hereto and made a part of this Agreement. The project completion date is hereby extended to December 31, 2014.

c. Mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by an amendment to the agreement. An appropriate extension of time may be made in the form of an amendment to the agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

3. COMPENSATION: The provisions in Article 3, "COMPENSATION" are hereby amended as follows:

a. The method of payment for this contract will be based on lump sum for Task 1 through Task 10. The total lump sum fee paid to the Consultant will include compensation for all work and deliverables, including but not limited to salary, overhead, profit, travel and equipment as described in County Agreement No. 24457, Exhibit A, Scope of Work.

a.1. The method of payment for the additional services and Task 13 as described in Exhibit A-1 will be based on a time and material basis. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal, "Exhibit B-1, Amendment No. 1 Cost Proposal." The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the Consultant will be reimbursed for incurred direct costs for the scope of services described in Exhibit A-1. These direct costs are described as Reimbursable Expenses (reproduction, shipping, mileage) in Exhibit B-1. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the fee will be negotiated between the Consultant and County. Adjustment in the fee will not be effective until authorized by contract amendment and approved by the County.

The Consultant shall not commence performance of work or services until this contract amendment has been approved by County, and a notification to proceed has been issued. No payment will be made prior to approval or for any work performed prior to approval of this contract amendment.

b. The County shall pay the Consultant as provided in Article 4 a lump sum fee amount of \$1,247,771 (one million two hundred forty seven thousand seven hundred seventy one dollars) for Basic Services (Task 1 through 10) as described in County Agreement No. 24457, Exhibit B.

c. The County shall pay the Consultant a lump sum fee amount for each of the Optional Services (Task 11 and Task 12) as described in County Agreement No. 24457 Exhibit B. The total amount for the Optional Services shall not exceed the amount of \$101,750 (one hundred one thousand seven hundred fifty dollars). The County has the sole authority to issue a Notice to Proceed for each task in the Optional Services.

c.1. The total amount payable by the County for services identified in Exhibit A-1 and Exhibit B-1 shall not exceed \$118,663 (one hundred eighteen thousand six hundred sixty three dollars).

d. The lump sum fee for Basic Services and Optional Services shall not exceed the amount of \$1,349,521 (one million three hundred forty nine thousand five hundred twenty one dollars). The time and material fee for additional Basic Services and Design Support During Construction shall not exceed \$118,663 (one hundred eighteen thousand six hundred sixty three dollars). The total fee for all services shall not exceed \$1,468,184 (one million four hundred sixty eight thousand one hundred eighty four dollars).

4. Except as modified by this First Amendment, all terms and conditions of Agreement No. 24457 shall remain in full force and effect.

5. This agreement shall become effective as of the date first above written.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: \_\_\_\_\_  
County Administrative Officer/  
Clerk of the Board of Supervisors  
Of the County of Tulare

By: \_\_\_\_\_  
Deputy Clerk

CONSULTANT  
By: [Signature]

TITLE: President

By: [Signature]

TITLE: Secretary

Approved as to form  
County Counsel

By: [Signature] 1-13-12  
Deputy 20111957

# EXHIBIT A-1

## Amendment No. 1 Scope of Work

### TASK 2 –UPDATE SURVEYS/MAPPING ADDITIONAL SERVICES

#### 2.5 Property Surveys and Resolutions

Our original scope of work assumed the boundary survey would be for a total of 6 parcels per Section 2.5 of our Agreement. In order to provide a complete boundary survey, a total of 8 parcels were surveyed. This included five parcels to the north of Avenue 416 and three parcels to the south of Avenue 416. The following effected parcels were included in the boundary surveys for the project:

<u>Properties North of Avenue 416</u>	<u>Properties South of Avenue 416</u>	<u>River Parcels</u>
APN 012-040-08	APN 012-090-02	APN 012-040-25
APN 012-040-21	APN 012-090-14	APN 012-090-08
APN 012-040-27		
APN 012-060-01		

### TASK 3 – FIELD INVESTIGATIONS/GEOTECHNICAL/RESEARCH ADDITIONAL SERVICES

#### 3.1 Research and Data Collection (Geotechnical Investigation)

California Department of Fish and Game (CDFG) required that a Notification of Lake or Streambed Alteration be filed for the geotechnical investigation on the bridge. Based on the Notification provided by the design team on August 2, 2010, CDFG later determined that a Streambed Alteration Agreement (SAA) was required for the geotechnical investigation, which included two borings into the streambed from the bridge deck. Several items related to the permitting for the geotechnical investigation were not included in our original scope of work including the following:

- **Biological Monitor for Geotechnical Investigation**  
Per the SAA agreement provided by CDFG on December 10, 2010, a biological monitor was required to complete pre-construction surveys and to be available onsite during all geotechnical investigation activities. A biological monitor was provided by the project team per the SAA during the duration of the geotechnical investigation. This item was not included in our original scope of work and could not have been anticipated at the time the project was originally scoped.
- **Archeological Monitor for Geotechnical Investigation**  
Per Section 3.3 of the project EIR/EA dated October 2008, an Archeological Monitor was required during the geotechnical investigation at the Kings River riverbank as a Mitigation Measure for Significant Impacts under the California Environmental Quality Act (CEQA). An archeological monitor was provided per the project EIR/EA during the geotechnical investigation at the Kings River riverbank. This scope of work was

originally included in our proposal to the County under Task 13 – Design Support During Construction but was later removed when Task 13 was removed from the original project scope.

## **TASK 9 – FINAL DESIGN (PLANS, SPECIFICATIONS, ESTIMATE) ADDITIONAL SERVICES**

### **9.6 Final PS&E – Additional Coordination Services**

Per the original scope of work and budget in our Agreement dated March 2, 2010, the approved scope of work through Final Design (including submit E76 for Construction) was to be completed by April 1, 2011. Since the project was not advertised in the May-July 2011 timeframe as shown in the approved scope of work, additional budget will be required to continue any coordination work with the County, Caltrans, utility companies and/or regulatory agencies. This additional coordination work may include, but is not limited to, such items as:

- Additional coordination with permitting agencies and changes to the PS&E package and/or mitigation plans based on this coordination as directed in writing by the COUNTY
- Additional revisions to the PS&E package after the Final PS&E submittal
- Additional Utility relocation coordination as directed by the COUNTY

## **TASK 13 - ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION**

The CONSULTANT's project manager and project staff will be available to assist the COUNTY during construction and provide engineering support services. Engineering support services during construction include the following:

### **13.1 Attend Project Meetings**

CONSULTANT will attend the project pre-construction meeting and prepare a check list of pertinent items of work and construction questions critical to the proper construction of the project to be discussed at the pre-construction meeting. CONSULTANT will also attend other project meetings as requested by the COUNTY and within the time budgeted.

### **13.2 Assistance with Contractor Submittals**

CONSULTANT will assist the COUNTY during construction by checking contractor shop drawings, reviewing materials submittals, clarifying drawings, and generally assisting the COUNTY to ensure that the project is constructed in accordance with the plans and specifications. CONSULTANT will be copied on all construction submittals, and will only perform a detailed review of selected submittals as directed in writing by the COUNTY.

### **13.3 Technical Support for Contractor RFI's and Change Orders**

CONSULTANT will provide advice and technical support to the COUNTY for contractor Requests For Information (RFI's) and construction Change Orders (CO's).

### **13.4 Record Drawings**

Prepare record drawings based on the COUNTY's Resident Engineers and the Structure Representative's redlined drawings within two weeks of the submittal of the redlined drawings to the CONSULTANT. Record drawings will consist of mylar reproducible plan

sheets with as-built changes that have been brought to the attention of the CONSULTANT hand-marked in red.

**ASSUMPTIONS:**

Scope of work for Task 9 above is limited to approximately 40 hours of engineering time per month for 4 months until COUNTY advertises for bids.

Revisions due to changes to design codes, regulations, Caltrans/FHWA design standards, environmental and/or regulatory agency requirements, etc. are not included.

# EXHIBIT B-1 Amendment No. 1 Cost Proposal

Task	Campanile Structural Engineering Group										Subcontractants					Total Fee
	T. Gotsdiner Project Manager/DAOC Manager	T. Swartz Senior Engineer	S. Cofre Senior Engineer	J. Vian Structural Engineer	M. Weaver Structural Engineer II	CAD Operator	M. Gotsdiner Project Admin	Total Hours	Total Dollars	ICE Jones & Sutter Environmental	Environmental Subcontractant TBD	Research Assoc. Environmental	Tri City Engineering Survey	Paulth (JOBE) Geotechnical Investigation	Earthquake CEC & CSL Testing	
<b>2.0 PROPERTY SURVEYS AND RECONSTRUCTION</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.1 Property Surveys and Reconstructions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>3.0 FIELD INVESTIGATION/GEOTECHNICALS/PS&amp;E</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1 Research and Data Collection (Geotechnical Investigation)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>4.0 FINAL DESIGN/PLANS/SPECIFICATIONS &amp; E&amp;C</b>	16	0	40	40	40	40	40	164	\$ 20,336	0	0	0	0	0	0	0
4.1 Final PS&E - Additional Description Services	16	0	40	40	40	40	40	164	\$ 20,336	0	0	0	0	0	0	0
<b>11.0 DESIGN SUPPORT DURING CONSTRUCTION</b>	66	0	204	40	120	40	40	728	\$ 78,084	0	0	0	0	0	0	0
11.1 Attend Project Meetings	6	0	24	40	40	40	40	164	\$ 20,336	0	0	0	0	0	0	0
11.2 Assistance with Contractor Supervision	20	0	80	120	120	120	120	560	\$ 61,600	0	0	0	0	0	0	0
11.3 Technical Support for Contractual RFI's and CIP	20	0	80	100	100	100	100	400	\$ 43,680	0	0	0	0	0	0	0
11.4 Record Drawing	6	0	20	40	40	40	40	164	\$ 20,336	0	0	0	0	0	0	0
<b>Interim/Field Expenses (If Production Shifts/Hours Multiplied)</b>																
<b>Total</b>																
Total Hours	72	0	244	80	180	60	0	644								
Total Dollars	\$14,868	\$1,623	\$78,004	\$7,700	\$15,051	\$5,154	\$0	\$104,423	\$ 104,423	\$ 10,800	\$ 0	\$ 0	\$ 3,370	\$ 0	\$ 0	\$ 118,653



**EXHIBIT C-1**

