



**PROFESSIONAL SERVICES AGREEMENT
 CONTRACT AMENDMENT
 CITY PROJECT NO. 8914
 FEDERAL AID PROJECT NO. BHLS-5430(027)**

DATE PALM DRIVE BRIDGE SPANNING THE WHITEWATER RIVER

CONSULTANT: MICHAEL BAKER INTERNATIONAL.
Attention: Bradley R. Mielke, P.E., S.E.
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260-1687

CONTRACT AMENDMENT NO. 3

 Pursuant to the terms of the original Professional Services Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the original scope of work for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the Contract.

DESCRIPTION OF CHANGE

This contract amendment authorizes Michael Baker International. to perform the work outlined within the following Additional Work Requests (AWR):

AWR No. 3 – Utility Potholing, dated August 13, 2015	\$12,568.00
AWR No. 4 – Phase II Initial Site Assessment, dated August 13, 2015	\$13,900.00
AWR No. 5 – Bridge Barrier and Rail Modifications, dated August 5, 2015	\$20,500.00
AWR No. 7 – Channel Improvement Modifications, dated August 5, 2015	\$52,800.00
AWR No. 8 – Traffic Signal Modifications, dated August 5, 2015	\$5,400.00
AWR No. 9 – Project Management Services	<u>\$35,200.00</u>
Sub-Total Additional Work Requests:	\$140,368.00

The additional work requests presented above, outlining the approved scope of work and fee, are attached and made part of this contract amendment.

This following Optional Tasks are removed from the contract:

Optional Task 1 – Section 7 Consultation	(\$29,297.00)
Optional Task 2 – Street Improvement Plan – Extended Limits	(\$17,170.00)
Optional Task 2 – Box Culvert Extension	<u>(\$26,090.00)</u>
Sub-Total Optional Task Deduct:	(\$72,557.00)

Total Contract Amendment: \$67,811.00

Previous Contract Amount Through Contract Amendment No. -2-: \$1,301,008.00
Add/Deduct this Amendment: \$67,811.00
Revised Contract Total: \$1,368,819.00

The contract completion date for the engineering phase is not affected by this contract amendment. Contract Amendment No. 1 extended the completion date through December 2021 to allow for the five year Mitigation, Monitoring and Reporting activity following the completion of construction.

Approved _____ Date: _____
By: _____

We, the undersigned Consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above.

Accepted By: Sumich Title: Senior Vice President

Consultant: Michael Baker International Date: 9-2-15

August 13, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 3 - Utility Potholing

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

Description of Change:

Additional potholing services were required to locate and identify existing utilities within the project limits. The original scope of work identified 10 pothole locations. However, the final work effort required utility potholing at 17 locations and deep excavation within the Whitewater River Channel to accurately locate the existing CVWD 16" force main. This work resulted in additional efforts associated with Underground Service Alert (locate/mark the utilities), asphalt repair, traffic control and equipment rental (backhoe).

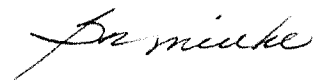
The work proposed by Kana Engineering Group, Inc. (KEG), a subcontractor to Michael Baker International is in the amount of \$20,068. The original scope of work for the potholing subcontractor was estimated at \$7,500 and I have attached a copy of the KEG proposal that provides detailed information regarding this Additional Work Request. Also, please note that this request does not include any markup of the KEG fee.

Additional Work Request = \$ 12,568.00

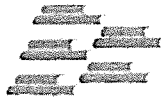
We understand there are optional tasks within the contract that will not be required and therefore the current Contract Total will not be affected by this Additional Work Request.

Please call me if you have any questions regarding this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President



Kana Engineering Group, Inc.

Your Partner In Engineering And Construction.

Subsurface Utility Engineering Division

From: Kana Engineering Group, Inc.
Subsurface Utility Engineering Division
9674 Hermosa Ave.
Rancho Cucamonga CA, 91730

10 July 2014

To: RBF Consulting
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260

Attn: Mario Zamora

Subject: Cathedral City Date Palm Drive Bridge Potholing.

Kana Engineering Group Inc., (KEG) Subsurface Utility Engineering Division (SUE), is pleased to submit our lump sum cost proposal for the above referenced project in the total amount of: Twenty thousand sixty-eight dollars and no cents (\$20,068.00). This proposal is based upon the documents prepared by RBF Consulting for the City of Cathedral City and the assumptions, conditions, qualifications and scope of work as defined by Attachment "A" hereto and is subject to revision based upon your review.

Bid Item:	Description	Unit:	Qty:	Unit Price:	Total Price:
Original Proposal					
1	USA Markout	EA	1	\$400.00	\$400.00
2	Vacuum Potholing	EA	17	\$461.00	\$7,837.00
3	Hot Asphalt Repair	EA	17	\$468.29	\$7,961.00
4	Traffic Control	LS	1	\$1,950.00	\$1,950.00
6	Backhoe	HR	8	\$240.00	\$1,920.00
				Total:	\$20,068.00



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Kana Engineering Group, Subsurface Utility Engineering Division hereby reserves our right to accept, reject or negotiate, in good faith, any and all terms and conditions of any contract/subcontract which may be entered into as a result of submitting this proposal upon award of said contract/subcontract. In submitting this proposal, Kana Engineering Group, Inc. shall not be bound to accept or perform the proposed work until terms of a contract/subcontract are fully agreed to by both parties in writing and the contract/subcontract is fully executed.

This proposal is valid for a period of sixty (60) days from the above date.

Kana Engineering Group, Subsurface Utility Engineering Division, trusts you will find this proposal acceptable and looks forward to working with you on this project. Contact the undersigned at 714-920-1072, if you have any questions or require additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joshua Locke".

Joshua Locke
SUE Estimating and Business Development

By: _____
Joshua Locke Date: _____
SUE Estimating and Business Development
Kana Engineering Group, Inc.
Subsurface Utility Engineering Division

By: _____
Title: Date: _____



Kana Engineering Group, Inc.

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Attachment "A" (all pages should be initialed by client and returned with signed proposal)

Job #: 440

Bid # SUE-2014-09

Scope of work, terms and conditions:

This job is bid at non-prevailing wages

KEG's scope of work shall include or provide the following:

1. **USA Marking**— KEG will secure an inquiry identification number from Underground Service Alert at least 48 hours prior to excavation. We will white line the site for USA locators.
2. **Backfill**—KEG will backfill vacuum excavated potholes using native material. No costs have been included for compaction testing, fill sand, slurry backfill, fog sealing, slurry sealing, or traffic striping. If we are required to perform any of those service a change order will be required.
3. **Asphalt Patching**—KEG agrees to provide all equipment and personnel needed to do hot asphalt repair at up to one (17) locations. We have priced doing a full depth "T" cut hot asphalt repair without a grind and cap. If we are required to provide a grind and cap patch a change order will be required.
4. **Traffic Flagmen**—KEG has not included any costs for traffic flagging operations.
5. **Traffic Control**—KEG has provided all costs for traffic control.
6. **Permits**—KEG has assumed that all permits will be issued as "no-fee" permits. If we are required to purchase any permits, we will do so on a cost plus 15% basis and a change order will be required.
7. **Compaction Testing of Potholes**—No cost for compaction testing of potholes has been included, should the jurisdictional authority require us to conduct compaction testing prior to backfill a change order will apply.
8. **Night Work**— KEG will provide potholing services at night at an additional cost. If we have to pave at night a change order will be required for plant opening fees, cost +15%. Any additional inspection fees will be passed on to the client on a cost plus 15% basis.
9. **Pothole Locations**—KEG will gladly lay out the locations of the potholes should the client decide not to provide survey of the locations prior to excavation. Should KEG be asked to lay out the pothole locations, without the benefit of client provided survey, the client agrees that the locations determined by KEG will be considered sufficient.
10. **Utility Locating**—KEG will dig where the USA locators mark the facilities, unless we can determine that they are not accurate before we start the excavation. We will attempt to verify the location of each target electronically, although this will not always be possible, due to varying soil types and pipe material types. If we can't verify the location electronically we will dig where the facility is marked. We will not be responsible for mismarked facilities that are located by others.



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11. **Asphalt greater than 8" Thick**—If the asphalt we are digging in is greater than 8" inches thick a change order will be required.
12. **Pothole depths greater than 10'**—If KEG is required to dig deeper than 10', for any pothole besides the sewer main located approximately 15' below surface, a change order will be required for \$75.00 per additional foot or any fraction thereof. Notification to the client will occur within 24 hours of the discovery of target facilities beyond 10 feet deep.
13. **Adverse pavement or soil conditions** may exist. KEG has assumed potholing to be done at a rate of four potholes a day. If the rate of potholing is not met due to adverse soil or pavement conditions, a change order may apply. If the surface material is thicker than eight (8) inches or the soil has a high content of large rocks greater than three (3) inches in size, a change order may be issued. We will notify you, within 24 hours of discovery, of any condition likely to result in a change order.

KEG shall include or provide the following:

1. KEG will provide all personnel, equipment and supplies required to perform utility designation and locating, using vacuum excavation methods (or other approved methods).
2. KEG will provide assistance in securing all necessary plans, reports, or other data as requested by the client.
3. KEG will provide the client, upon execution of the contract, certificates of insurance.
4. KEG will secure all permits necessary, from all jurisdictional authorities, to designate and locate subsurface utilities. Permits paid for by KEG not included in the proposal shall be passed through on a cost plus 15% basis.
5. KEG will comply with all local, state and federal requirements regarding the safe excavation of subsurface utilities.
6. KEG will provide traffic control for streets with speed limits up to 35 MPH per the WATCH manual. All traffic control in high density or high speed areas, those over 35 MPH, shall be provided as an additional line item.
7. KEG will provide the client with a report about each pothole/target, to include the following information:
 - Surface material type & thickness
 - Width of the target facility
 - Elevation, relative to the surface, of each target facility
 - What the facility is made of, when such a material is recognizable
 - Picture of the area excavated
 - Picture of the exposed target facility (when available)
8. KEG will install a surface marker over the center of the target facility. All measurements taken will be taken to this marker. The surface marker may be any one of the following items or any combination thereof:
 - Hub marker (nail with ribbon)



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- Stakes, wooden or metal
 - Whiskers/ stake chasers
 - Paint
9. KEG will mark each pothole location with the following information:
- Pothole number
 - Depth to top of facility
 - Type of facility (telcom, tv, water, gas, electric, sewer)
 - Orientation of facility (east, west, north, south)
10. KEG will leave the job site in a clean and safe condition.
11. KEG guarantees restoration of pavement, within the limits of the pothole, for 2 years. When the pothole is located in areas other than the roadway, the area shall be restored as nearly as possible to the original condition. All potholes shall be pneumatically tamped to meet or exceed all relevant standards. All holes will be backfilled using native material unless otherwise stated in the proposal.
12. Kana Engineering Group, Inc. guarantees the accuracy and completeness of its services. If any errors or omissions are found to be the fault of Kana Engineering Group, KEG will correct such errors or omissions at their own expense. Pothole locations to include survey marking of the desired pothole locations.

Client Requirements:

The client shall provide the following information to KEG prior to SUE beginning work on the project:

1. An electronic file with a base map of the project area, consistent with the file type required by the client or full size, scaled drawings in a hardcopy format.
2. All existing utility information available about the project site: previous locating maps, utility as-built maps, etc.
3. A signed copy of our proposal and scope.
4. Access to all areas of the project site where potholing is required.
5. Preliminary Lien information.
6. Contact information to all relevant project participants:
 - Survey Crew
 - Project Manager
 - All others with whom the client would like us to coordinate our activities

Kana Engineering Group, Inc., shall not provide or be liable for the following, unless otherwise specified in our proposal:



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1. Removal or treatment of contaminated or hazardous materials encountered on the job site.
2. The digging through of any structural material that may have been placed around the target facility, such as slurry or concrete. In the event a target facility is encased in concrete or slurry, the width, top, and bottom limits of the slurry or concrete will be determined. Additional holes are sometimes required to determine the width and depth of large slurry encasements, all extra holes will be billed at the rate established in the proposal.
3. Locating of non-conductive utilities such as those made of ACP, RCP, PVC, PE, fiber optic or any other non-conductive target material.
4. Any pothole that the facility owner has decided that vacuum excavation equipment may not be used on. California law allows facility owners to prohibit the use of power driven equipment over their facilities. Kana Pipeline Inc. shall not be held responsible for any target which the facility owner will not allow us to use our vacuums on.
5. Kana Engineering Group, Inc. will not be held accountable for the location of any particular pothole, as the locations are provided by the client. If the client chooses not to provide survey of the pothole locations, prior to excavation, then the pothole locations determined by KEG shall be considered sufficient.
6. The preparation or purchase of any pollution control program, manual or other type of document associated with pollution control.
7. USA mark removal. Many cities have begun requiring contractors to remove all USA markings after they complete their work. Not all cities have such requirements, and as such we cannot always determine which cities do and do not have such requirements. We cannot be held responsible for services that we did not know were going to be required by the permitting agency, unless disclosure of such requirements has been provided prior to our proposal.

General Notes:

1. Both parties shall mutually agree upon Final Scheduling prior to start of work.
2. Any change in the scope of work that would affect the budget set by this proposal's cost estimate will require the approval of Kana Engineering Group before performing the work.
3. This proposal is based upon all Kana Engineering Group construction work being performed during normal working hours of 6:00 AM to 4:30 PM.
4. This proposal is based upon progress payments being made no later than thirty days after invoicing.

August 13, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 4 - Phase II Initial Site Assessment

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

Description of Change:

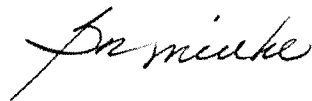
During their review of the Phase I Initial Site Assessment (ISA), Caltrans determined the need to perform a Phase II ISA (prior to initiation of demolition and construction activities) due to the potential presence of asbestos containing materials (ACM's), lead based paint (LBP) and aerially deposited lead (ADL). Based on Caltrans' request of the City, the City subsequently asked Michael Baker International to prepare a Phase II ISA for the project. Preparation of a Phase II ISA is outside of our original scope of services. The work efforts include field investigation, collection of and laboratory analysis of 12 material samples from bridge and other areas within project limits, office work, coordination with subconsultant performing the work, and the preparation of a final report for Caltrans and City review.

Additional Work Request = \$ 13,900.00

We understand there are optional tasks within the contract that will not be required and therefore the current Contract Total will not be affected by this Additional Work Request.

Please call me if you have any questions on this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President

August 5, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 5 - Bridge Barrier and Railing Modifications

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

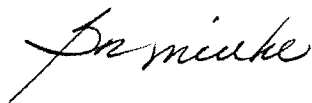
Description of Change:

The City requested revisions to the bridge barrier and railing design so that they are consistent with the Architectural Treatment Details recently developed for the Cathedral Canyon Drive Bridge over the Whitewater River Channel prepared by CNS Engineers. We understand the Architectural Treatment Details will be provided to the Consultant in AutoCad format by the City for its authorized use in modifying the current design plans. The Consultant shall revise the PS&E package as appropriate to include the barrier and railing design into the Date Palm Drive project. This effort will involve five (5) additional plan sheets, additional calculations, and modifications to the project specifications and cost estimates.

Additional Work Request = \$20,500.

Please call me if you have any questions regarding this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President

August 5, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 6 - CVWD Water and Sewer Modifications

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

Description of Change:

Work related to the design of the CVWD Water and Sewer facilities was initiated in Contract Amendment No.2. However, subsequent to City approval of Amendment No. 2, CVWD requested substantial design modifications related to the water and sewer system requirements which necessitated plan, specifications and estimates revisions. In addition, calculations related to potential heat gain to the waterline were required. Consultant shall revise the Water and Sewer Plans, Specifications and Estimate(s) along with providing the required calculations and process them for approval from CVWD.

Additional Work Request = \$25,000.

Please call me if you have any questions regarding this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President

August 5, 2015
Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

JN: 130556

**RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 7 - Channel Improvement Modifications**

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

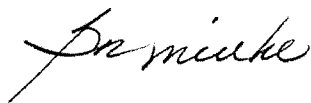
Description of Change:

In accordance to the approved contract, the channel improvements were limited to the slope lining along the channel in the immediate vicinity of the bridge and the improvements required for scour protection at the existing bridge pier wall foundations. As the project design proceeded, CVWD and the City requested that we provide vehicular access to the Whitewater River Channel from Date Palm Drive. The additional work requires extensive coordination and meetings with the City and CVWD and the development/design of three (3) alternative concepts. In general, the work includes grading and alignment for the proposed access ramp(s), the addition of a driveway approach from Date Palm Drive, security gate and retaining wall to protect an existing billboard sign foundation pole. In addition, we will revise the plans, specifications and estimates (PS&E) to depict both a "base bid" alternative as well as an "additive alternate" to describe the proposed access ramp alternative. Consultant shall update the Channel Improvement Plans along with calculations as required.

Additional Work Request = \$52,800.

Please call me if you have any questions regarding this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President

August 5, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

**RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 8 - Traffic Signal Modifications**

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

Description of Change:

The City has requested that the traffic signals utilize radar technology in lieu of loop detection thus necessitating revisions to the plans, specifications and estimates. The additional work requires extensive research and coordination with the City and various manufacturers as well as revisions to plans, specifications, and cost estimates (PS&E).

Additional Work Request = \$5,400.

Please call me if you have any questions regarding this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President

August 5, 2015

JN: 130556

Mr. John Corella, PE
CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

**RE: Date Palm Drive Bridge Widening; City Project No. 8914
Federal Project Number: BHLS 5430 (027)
Additional Work Request No. 9 - Project Management Services**

Dear John:

The following information is provided to describe the changes to our scope of work so that the Contract may be amended as appropriate.

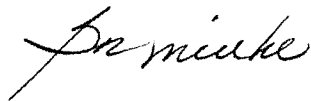
Description of Change:

Additional work to provide Project Management Services is required that is beyond the original scope of work in the contract. The approved contract stipulated a total of nine (9) months to complete the PS&E (final design) Phase of the project. Currently, the schedule depicts a late August 2015 completion date (a total of 20 months). For various reasons, the project schedule exceeded the originally anticipated eleven months, which has resulted in additional efforts to manage the project that include coordination with the City and the stakeholder agencies, preparing for and attending meetings with the stakeholders and the City (monthly PDT Meetings) and providing communication during the extended time frame.

Additional Work Request = \$35,200.

Please call me if you have any questions on this matter.

Respectfully submitted,
Michael Baker International, Inc.



Bradley R. Mielke, PE, SE
Senior Vice President