

EIGHTH AMENDMENT
AGREEMENT WITH GHD, INC.
FOR CONCEPTUAL DESIGN PLANS AND FINAL CONSTRUCTION DRAWINGS FOR THE
MAIN STREET RE-ALIGNMENT PROJECT

THIS EIGHTH AMENDMENT is made and entered into this 11th day of August, 2014, by and between the CITY OF FORT BRAGG, hereinafter referred to as "CITY", and GHD, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY requires additional assistance in preparing documentation, reports, plans and design modification prior to completion of the plans; and

WHEREAS, the CITY and CONSULTANT agree it is in their best interests to extend the project completion date and include these changes in the design work CONSULTANT is preparing for the Main Street Re-Alignment Project.

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for Conceptual Design Plans and Final Construction Drawings for the Main Street Re-Alignment Project between the CITY and CONSULTANT dated November 9, 2009, as amended by the First Amendment dated August 31, 2010, the Second Amendment dated August 31, 2011, the Third Amendment dated June 1, 2012, and the Fourth Amendment dated June 30, 2013, the Fifth Amendment dated September 9, 2013, the Sixth Amendment dated January 13, 2014, and the Seventh Amendment dated June 30, 2014, is hereby amended as follows:

1. **SCOPE OF WORK:**

The Scope of Work is hereby amended to add the following additional engineering and design support services: 1) Requested Modifications to Plans and Specifications; 2) Assist in the Preparation of the Draft Project Report (DPR) and Final Project Report (FPR); 3) Assist with Preparation of Right-of-Way Certification; 4) Storm Water Data Report (SWDR); and 5) Storm Water Pollution Prevention Plan (SWPPP) The amended Scope of Works is further described in Exhibit A, which is attached to and made a part of this Addendum.

2. **PAYMENT TERMS:**

The Payment Terms are hereby amended to increase the Not to Exceed amount from \$232,766 to \$258,266 (an increase of \$25,500) to reflect the additional design work.

3. Except as expressly amended herein, the Professional Services Agreement, between the CITY and CONSULTANT dated November 9, 2009, as amended by the First Amendment dated August 31, 2010, the Second Amendment dated August 31, 2011, the Third Amendment dated June 1, 2012, the Fourth Amendment dated June 30, 2013, the Fifth Amendment dated September 9, 2013, the Sixth Amendment dated January 13, 2014, and the Seventh Amendment dated June 30, 2014, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

CONSULTANT:

By: _____
Linda Ruffing
City Manager

_____ **Steve Allen,**
Managing Principal

ATTEST:

Cynthia M. VanWormer, MMC, City Clerk

EXHIBIT A



AMENDMENT NO. 8

SCOPE OF SERVICES

CITY OF FORT BRAGG MAIN STREET RE-ALIGNMENT PROJECT

JULY 17, 2014

INTRODUCTION

In July of 2014, the City of Fort Bragg (City) requested the following changes be made to the contract:

- Provide assistance in preparing the necessary documentation for the Right-of-Way Certification,
- Complete the Short Form - Storm Water Data Report (SWDR),
- Modify the traffic signal design to accommodate a Caltrans compatible base for the decorative signal poles,
- Assist with the preparation of the Draft and Final Project Report, and
- Prepare the Stormwater Pollution Prevention Plan (SWPPP).

The services identified in this proposal address the above requests of the City.

SCOPE OF SERVICES

Task 1 – Additional Engineering and Design Support Services

The following tasks define our scope of services:

- **Requested Modifications to Plans and Specifications**

GHD will revise the 90% design plans, specifications and an opinion of probable construction cost (construction estimate) to account for the following design revisions requested by the City of Fort Bragg:

- Modify the proposed decorative traffic signal pole bases to be compatible with the Caltrans standard signal bases; and
- Modify the specifications to include provisions for the potential for aerially deposited lead (ADL) to be present at the project site (sampling and testing for aerially deposited lead is not included in this scope of services).

The revisions to the plans, technical specifications and opinion of probable construction cost will be submitted to Caltrans as part of the final (100% complete) submittal.

Deliverables:

- *Final plans, technical specifications, and engineer's opinion of probable construction cost.*

- **Assist in the Preparation of the Draft Project Report (DPR) and Final Project Report (FPR)**

GHD will assist the city with the preparation of a Project Report in accordance with the guideline document in Appendix K, of the Caltrans Project Development Procedures Manual.



GHD will prepare the draft document using the template provided by Caltrans and insert the information that is readily available to GHD. The City will provide the specific information necessary to complete the document. GHD will then finalize, sign and seal and submit the draft Project Report to the City and Caltrans.

Following public circulation, consideration of public comment and selection of the preferred alternative, the draft Project Report will be revised accordingly to become the final Project Report.

Deliverables:

- One (1) electronic and one (1) hard copy of the draft Project Report, and
- One (1) electronic and one (1) hard copy of the final Project Report.

o **Assist with Preparation of Right-of-Way Certification**

Using the survey provided by Welty and Associates, GHD will identify the work outside the public right-of-way and assist the city with completing the following:

- Compile a list of affected (or potentially affected) properties to include current owner names, addresses and APN numbers,
- Prepare maps or figures to indicate the affected utilities and properties,
- Determine the level of encroachment needed and prepare a template mailer to request property owner participation and completion of a Temporary Construction Easement or Permit to Enter and Construct,
- Coordinate and meet with Lisa Spellenberg, the District 1, Associate Right-of-Way Agent to review and discuss the right of way needs for the project (if required), and
- Prepare the Right-of-Way Data Sheet and Right-of-Way Certification form.

Deliverables:

- One (1) electronic Excel file and sample Word document template(s) for mailers to the adjacent property owners,
- One (1) electronic PDF map showing the affected property to be submitted with the mailers,
- One (1) meeting with the District 1, Right-of-Way Staff to discuss the work outside of the right-of-way (in person meeting in Eureka or conference call), and
- One (1) electronic and one (1) hard copy of the completed Right-of-Way Data Sheet and Right-of-Way Certification Form.

o **Storm Water Data Report (SWDR)**

GHD will complete Caltrans' Short Form - Storm Water Data Report and required attachments (checklists) to identify the project location, description and proposed construction site Best Management Practices (BMPs) associated with the proposed construction activities at the site.

Deliverables:

- One (1) electronic and one (1) hard copy of the completed Storm Water Data Report and required attachments (checklists).



o **Storm Water Pollution Prevention Plan (SWPPP)**

GHD will prepare a site specific risk assessment to calculate the risk level as needed to prepare the appropriate Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will include site maps and water pollution control drawings, a Construction Site Visual Monitoring Program, a Sampling and Analysis Plan for non visible pollutants, a Sampling and Analysis Plan for pH and sediment, a Construction Site Non Visible Pollutant Sampling Program, selection of appropriate BMPs for Erosion and Sediment Control and for Construction Site Management, and preparation of a partial water pollution control schedule (WPCS).

GHD will provide the Notice of Intent (NOI) information suitable for use by the Legally Responsible Person (LRP) to initiate the waste discharge permit process using the States Storm Water Multiple Application and Report Tracking System (SMARTS).

Deliverables:

- *One (1) electronic and three (3) hard copies of the SWPPP and supporting documentation.*

ASSUMPTIONS AND EXCLUSIONS

- This scope does not include anything not specifically described above.
- This scope does not include a drainage report or calculations (not needed for this project per conversations with Caltrans staff).
- The scope does not include any permit fees.
- The scope of services does not include coordination with the property owners, utility owners, appraisals or negotiations with property owners.
- No geotechnical investigations, soil testing, hazardous materials testing or additional surveying services are included in this scope of services.
- The scope of services does not include the preparation of mandatory or advisory design exceptions.

COMPENSATION

GHD agrees to provide these services on a time and materials basis not to exceed **\$25,500.00** without written authorization by City.

<u>Agreement</u>	<u>Amount</u>
Original Agreement	\$ 145,408.00
Amendment No. 1	\$ 0.00
Amendment No. 2	\$ 0.00
Amendment No. 3	\$ 19,358.00
Amendment No. 4	\$ 0.00
Amendment No. 5	\$ 38,000.00
Amendment No. 6	\$ 30,000.00



Amendment No. 7	\$	0.00
<u>Amendment No. 8</u>	\$	<u>25,500.00</u>
NEW CONTRACT TOTAL	\$	258,266.00

GHD will complete the above scope of services on a **time and materials basis as budget allows, for a fee not to exceed \$25,500.00**. The services required to complete the project may be different than those identified in the tasks above and will depend on the involvement and requests by the City, Caltrans, other agencies, and other factors. Any potential changes in required services or effort will be discussed with the city prior to any formal amendment. Services that are not identified in the Tasks above can be performed on a time and materials basis (per our Fee Schedule in effect at the time services are performed), or for a mutually agreed upon lump sum.