File No. 030403

AMENDMENT NO. 2 TO THE DESIGN ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF MILWAUKEE AND MILWAUKEE TRANSPORTATION PARTNERS, LLC (CONSULTANT) for

THE CANAL STREET RECONSTRUCTION/EXTENSION PROJECT

The CONTRACT made and entered into by and between the City of Milwaukee and Milwaukee Transportation Partners, LLC on January 30, 2003 is hereby amended as set forth on the following pages.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By: _____

Brian S. Swenson, P.E.

Title: MTP Representative/Project Manager

Date: 6/6/03

For the City

By: _____

Title: _____

Date: _____

Amendment No. 2

Canal Street Design and Reconstruction Project

The items under this amendment are:

1) Design of environmental remediation and design of subsequent infrastructure to support redevelopment of the CMC Shops site, including assistance to the CITY in preparing an Environmental Assessment to assess the impacts of the planned redevelopment.

SCOPE OF SERVICES

The Scope of Services is amended as follows:

P. COORDINATION WITH OTHER VALLEY INITIATIVES

The following items are added to this section:

(4) Environmental remediation and site design of CMC Shops site.

PHASE 1 - DEMOLITION INVESTIGATIONS AND ENVIRONMENTAL PLANNING

Task 1 - Project Management

Project management activities will include the following:

- Three-hour project kickoff meeting with the CITY attended by up to four CONSULTANT team members (meeting minutes will be developed by the CONSULTANT)
- Coordination and communication with the CITY
- Team leadership, guidance, and support
- Project performance tracking
- Two-hour bi-weekly progress meetings (in person or teleconference) with up to four CONSULTANT team members (meeting minutes to be developed by the CONSULTANT, when appropriate)
- Monthly reporting/invoicing
- Subconsultant management and coordination
- Meeting with the CITY and CONSULTANT to review Phase 1 deliverables

The Phase 1 scope is based on an expected seven-week schedule. The CONSULTANT shall provide 6 copies of each deliverable for CITY staff review one week in advance of the review meeting. Following this review meeting, the CONSULTANT shall incorporate comments from CITY staff and distribute 12 copies of the final deliverables. Project costs will be tracked separately from the Canal Street project so that the CITY can monitor these projects individually.

Task 2 – Field Investigations to Support Design

For the subtask activities described below, field efforts will be combined where possible. Concise instructions will be prepared to confirm field investigation objectives, focus the team's efforts, ensure proper data gathering, and maximize efficiencies.

Subtask 2a – Slab Thickness Determination.

Engage the services of a contractor to drill cores at slabs likely to require removal to determine slab thickness. This will reduce uncertainty as to how much slab removal must be accomplished and assist with determining how many cubic yards of recyclable materials are present. This will increase bidders confidence in the estimates of total removal and crushing volumes. Coring might indicate the amount of reinforcing steel that is present. The Sigma Report indicates that while some slabs were identified as being 6" to 12" thick, some may be several feet thick. The observation also indicates there may be thicker slabs for machinery supports, interior foundations and basements. Understanding actual slab thickness will allow designers to direct the contractor to sequence work with a priority being given to those areas that would be under the Canal alignment. It is assumed that it will take approximately 32 field-hours to complete this task.

Subtask 2b – Sewer Measurement

During this task, the CONSULTANT shall locate and open as many manholes as possible to determine the size, depth, and sewer lengths present and to evaluate the type, approximate quantity, and general characteristics of residual materials that may be present in the sewers. This work will also note materials of construction to aid in determining efforts to remove them, if removal is required. Both sanitary and storm sewer systems will be inspected. The CONSULTANT will also coordinate the activities of the coring subcontractor on the site. Where possible, the inspection will locate building laterals and storm sewer outlets. It is assumed that it will take approximately 70 field-hours to complete this task.

This task also includes three weeks of additional survey work. The focus of the survey work will be to add manholes, sewer lines, site utilities, and other key site features to the base map developed as part of the existing CONSULTANT contract.

Subtask 2c – Review City Documents

As further data collection, the CONSULTANT shall gather and review the following documents relevant to the CMC area:

- sewer system record drawing information not collected during the field inspection (this will add to the knowledge base of sewer size and depth for further evaluation and help determine whether removal or abandonment is required)
- information regarding required construction permits (see Subtask 3a)
- other historical site record drawings/photographs/documents that may be available

Subtask 2d – Outline Imported Fill Material Classification and Storage Plan

Because the site will ultimately require significant amounts of fill, an outline of a plan to import, classify, and store fill materials will be prepared by the CONSULTANT. The site will require several types of fill to be placed in different areas, depending on their ultimate use. The plan outline will provide an estimate of the amounts of different fill required, locate potential sources from projects in the area, and identify onsite storage locations consistent with the overall site improvements phasing. The CONSULTANT shall develop a draft Material Management Plan (see Subtask 3b) to provide guidance for handling and disposing of materials and waste that may be used or encountered during the course of site preparation, remediation and redevelopment. This plan will integrate geotechnical and

environmental considerations to maximize the beneficial use and re-use of available materials, minimize overall cost, and meet applicable environmental requirements that address where and how materials should be placed onsite. Results of Subtask 2d will be presented in the deliverable for Subtask 3b.

Subtask 2e – Technical Memorandum

The CONSULTANT shall prepare a Technical Memorandum that will summarize the Task 2 inspections (Subtasks 2a-2c), present preliminary fill material classification and storage concepts (Subtask 2d), and provide preliminary design criteria for sewer removal/ abandonment and slab demolition. Demolition design completed in Phase 2 will be based on these criteria. Recommendations for sewer and slab removal versus in-place abandonment will be based on cost-effectiveness, environmental considerations, and potential for future development.

The Technical Memorandum will also present a preliminary construction phasing plan. Phasing will incorporate the Canal Street construction schedule, the need to construct storm water management facilities, and environmental permit requirements. The memorandum will present a phased approach to sewer and slab removal with the availability and timing of imported fill. This will provide an opportunity, where possible, to immediately place imported fill in its "final" area and to determine whether some imported fill must be stockpiled for future placement and compaction. The Technical Memorandum will include appropriate graphics to present details of the inspections and phasing plan and the materials management plan outline.

Task 3 - Environmental Concept Design

Subtask 3a: Draft Environmental Management Plan

The CONSULTANT shall outline the key environmental considerations associated with the CMC Shops Property and identify the potential interface and impacts of environmental considerations on the construction of Canal Street, future property transfer and/or redevelopment of the CMC Shops Property. This subtask will address the following:

- review CMC's RAP and the City's RAP to establish the performance requirements for remedial actions, identify the parameters of material and waste handling and disposal, and give the City a clear understanding of what must be done to receive a determination from WDNR that cleanup has been completed.
- Two meetings with the CITY and WDNR to discuss the scope and status of the RAP and resulting remediation performance
- Determine whether an "Area of Containment" would be beneficial or necessary to facilitate the consolidation and/or staging of soils and construction/demolition debris.
- Identification of potential permitting requirements (types, timelines, cost, and relative sequencing)
- Delineate future environmental liabilities for the CITY, developers and future owners

Deliverables for this Subtask are:

- A Technical Memorandum outlining key environmental performance requirements, which are objective measures to assess the completeness of remediation activities
- A Pre-construction Sequencing Plan, presented as a Gantt chart. This chart will illustrate key environmental points and milestones and show their relationship to remediation, Canal Street construction, site preparation, and redevelopment activities for the CMC Shops property

Subtask 3b: Draft Material Management Plan Outline

The CONSULTANT shall prepare a Materials Management Plan. The purpose of a Materials Management Plan (MMP) is to provide guidance on the appropriate handling and disposal of materials expected to be used or encountered during a construction and/or remediation project. The objective is to identify appropriate environmental and geotechnical considerations to be addressed, and to allow work to proceed efficiently and effectively.

Material and waste management is a large part of the CMC Shops site preparation, and if properly done, may have a significant effect on the overall project schedule and cost. The MMP will:

- Provide guidelines for the acceptance and use of fill material that may become available to the City from other projects or currently unknown sources.
- Identify potential waste material that may be generated during site preparation and remediation activities and provide guidelines for proper handling, including whether the material may be re-used on site (and where) or whether off-site disposal will be required.

This plan would integrate geotechnical and environmental considerations to maximize the beneficial use and re-use of available materials, minimize overall cost and meet all applicable environmental requirements. Options will be developed to consider the types of fill used under active development zones versus expected green areas. A priority will be given to keeping as many materials onsite as possible to avoid offsite disposal fees.

The deliverable associated with this subtask will be in the form of a Technical Memorandum which will provide an annotated outline of the draft MMP. The MMP will be developed to facilitate easy incorporation into appropriate construction plans and/or specifications.

Subtask 3c: Wastewater Treatment Plant Demolition and Decommissioning Plan

The CONSULTANT shall draft a decommissioning plan for the WWTP that will identify the demolition, remediation, and permitting issues that must be completed. The deliverable associated with this subtask is a technical memorandum that will:

- Outline decommissioning activities required by federal, state, and local laws and regulations
- Outline decommissioning activities required for the purpose of Canal Street construction
- Present a decommissioning activities sequencing approach to promote efficient and cost-effective implementation and integration with Canal Street construction

The plan will be prepared such that it can be finalized as either a "performance specification" or a part of a set of bid-ready plans and specifications.

Subtask 3d: Sewer Content Management Plan

The CONSULTANT shall review the current CMC Shops RAP approach for addressing any contents found in sewers and identify alternatives that may be compatible with future street construction and site development. The deliverable associated with this subtask will be a technical memorandum outlining these sewer content alternatives and key items that must be addressed in the development of sewer demolition/decommissioning plans and specifications.

Subtask 3e: Free Product/Contaminated Groundwater Plan

The CONSULTANT shall prepare a plan that presents an implementation strategy for the proposed remediation of ground water and free product. Points to be addressed will include:

- Requirements identified to date by Sigma and in the CMC RAP
- Outline of a "conceptual design", in the form of a performance specification that would detail the expected performance of a product collection system, the area in which it would need to operate, and criteria for terminating operation. The performance specification would be inserted directly into contract documents that would identify requirements to the contractor regarding how the free product system needs to installed and operated in order to integrate with future site development and filling activities.
- Outline requirements for a long-term groundwater monitoring strategy will have to obtain WDNR's support for natural attenuation of the groundwater. This will include identification of construction considerations and maintenance requirements, including those associated with many of the existing monitoring wells given the amount of site excavation and filling that is expected to occur. The scope also includes identifying key elements of a long-term groundwater sampling plan that would be implemented after site filling is complete. This would identify the considerations associated with minimizing the encumbrance of future well installations on land use and building or road construction.

Subtask 3f: Asbestos Survey

The presence of asbestos could have a significant impact on how construction debris is managed and stored on the site. Therefore, an asbestos survey will be conducted on the onsite demolition debris to appropriately characterize the type and location and preliminarily quantify the amount of asbestos onsite. The survey will be conducted by an independent subcontractor to the CONSULTANT. Results of the survey will be incorporated into the Phase 2 Demolition, Rough Grading, and Stormwater Management construction bid package.

Subtask 3g: Health and Safety Planning

The CONSULTANT shall develop a health and safety plan that will be used to support safe implementation of Task 2 activities as well as serve as an example for all subsequent contractor and contract specific health and safety plans. The plan is intended as a guide and not a substitute for contractor specific health and safety plans. The plan shall not be construed to relieve contractors of responsibility for a comprehensive health and safety plan, employee training, and/or management of their employee's activities.

Task 4 - Master Schedule and Cost Estimate

The CONSULTANT shall develop a master project schedule and preliminary cost estimate that encompasses proposed Phase 1 activities through construction. At the end of Phase 2 and Phase 3 activities, the schedule and cost estimate will be revisited and revised (if necessary).

PHASE 2 – INTERIM SITE IMPROVEMENTS

Introduction

Phase 2 construction/remediation will depend on several factors including:

- DNR concurrence with a Remedial Action Plan
- the amount of materials identified on site requiring treatment or removal

However, based on what the CONSULTANT currently knows about the site, Phase 2 will include the following design elements:

- demolition of slabs and foundations
- demolition and/or abandonment of utility pipes
- clear and grub the site to remove vegetation and debris
- free product removal
- impacted soils/sludges treatment and/or removal
- bring the CMC Shops site to an elevation consistent with requirements of final improvements
- install the stormwater treatment system
- install appropriate groundwater monitoring systems

Our current approach is to generate two construction bid packages. The first bid package would include demolition, rough grading of the entire site and construction of the stormwater management facilities. At the end of this phase of construction, demolition would be completed, rough grading would be completed (including the environmental cap and bringing the development sites out of the flood plain) and the stormwater treatment features would be constructed. The stormwater facilities are important to construct in this phase so they are ready to accept runoff when the site is built out during the following year. Note that the scope assumes that Wenk & Associates will produce a 30% complete grading plan and 30% design for the stormwater facility under a separate contract to the City. This is consistent with Wenk's previous discussions with the City.

The second bid package would be for environmental remediation. This bid package would be prepared to support construction of the remedial actions currently being developed in the Response Action Plan (RAP).

A listing of preliminary drawings and specifications for the two proposed bid packages are presented in Table 1. Although this table is not intended to represent a final list of drawings or specification sections required, it does provide an overview of the potential technical content of the bid packages.

TABLE 1

Preliminary Construction Bid Package Summary
Phase 2 - Interim Site Improvements
Canal Street Reconstruction / Extension Project

Bid Package Objective	Plans	Specifications	Other
DEMOLITION, ROUGH GRADING, AND STORMWATER MANAGEMENT BID PACKAGE			
Demolish and/or abandon relic structures, rough grade entire site, and install stormwater management facilities	• Site Location Map (1) • Site Plan (1) • Site Features (1) • Demolition Plan (1) • Piping Plan (1) • Piping Profiles (2) • Existing Grades (1) • Proposed Grades (1) • Grading Details (2) • Stormwater management structure details (2)	• Summary of Work • Safety Requirements • Measurement & Payment • Differing Site Conditions • Submittals • Construction Facilities & Temporary Controls • Subcontract Closeout • Work Done by Others • Decontamination of Personnel & Equipment • Mobilization/Demobilization • Site Preparation / Erosion Control • Demolition • Asbestos Abatement • Dewatering • Excavation Support Systems • Excavation • Borrow / Materials Management • Fill and Backfill • Materials and Waste Management • Site Restoration	References • Sigma Due Diligence Investigation Report • Site Photos • Aerials • Field Reconnaissance Data
ENVIRONMENTAL REMEDIATION BID PACKAGE			
Implement remedial actions outlined in the RAP	• Site Location Map (1) • Site Plan (1) • Recovery System Process Plans (3) • Recovery System Process Details (3) • Well Installation Plan (1) • Well Installation Details (1)	• Summary of Work • Safety Requirements • Measurement & Payment • Differing Site Conditions • Submittals • Construction Facilities & Temporary Controls • Subcontract Closeout • Work Done by Others • Decontamination of Personnel & Equipment • Mobilization/Demobilization • Site Preparation / Erosion Control • Materials of Construction • Well Installation • Materials and Waste Management • Site Restoration	• Sampling and Analysis Plan (SAP) • Quality Assurance Plan (QAP) • Data Management Plan

Environmental permitting requirements identified during Phase 1 planning activities will also be prepared under this Phase. Approximately 170 hours have been allotted for permitting activities.

Construction Management

Until the Phase 2 designs are completed, the requirements for construction management and inspection are difficult to estimate. The CONSULTANT assumes that City inspectors will take the lead on construction management and inspection. Our scope includes an approximate half time person for one year to coordinate and inspect environmental remediation, for installation of monitoring wells, installation of the product collection system and demolition of the wastewater treatment plant. This scope also includes half time compaction testing and acceptance work for one full year. Finally, this scope includes 200 hours to develop a Geotechnical instrumentation plan, which would specify, for the contract, the type for monitoring required to assess settling of soil for the first year after placement of the cap.

Contracting Strategy / Risk Management Planning

Each Phase provides information that will reduce some uncertainties about the site. Reducing uncertainties will help to better describe the site and the construction work required. While some uncertainties will be reduced, primarily through Phase 1, significant uncertainties will remain. Phase 2 has Contracting Strategy as a scope item because there must be a mechanism in place to deal with differing site conditions. This mechanism can take several forms that will be developed with the CITY.

The CONSULTANT has evaluated several risks that are most likely to occur during construction projects such as CMC Shops. Planning and having mechanisms to manage these risks has significant benefits, including the following:

- providing contractors with incentives to price the work with lower contingencies since they realize changed site conditions are strongly anticipated, but that there are ways to deal fairly with resolving risks,
- providing all stake holders with realistic expectations as to costs, time to complete work and the quality of the completed improvements,
- anticipating likely changes early in the project allows more time to reach fair and equitable solutions and to "probe ahead" to identify the nature and extent of changed conditions.

A technical memorandum will be prepared to communicate recommendations regarding the proposed contracting strategy and plans to manage construction risks. Approximately 175 hours have been allotted for contracting strategy/risk management planning activities.

PHASE 3 – FINAL SITE IMPROVEMENTS

Phase 3 will include engineering for design and construction elements of Final Site Improvements. Work elements will include:

- utilities, including sanitary sewers and water mains
- interior roadways
- lighting and landscaping using Canal Street treatment themes as the template

- final grading to support the above packages

The CONSULTANT shall use the conceptual roadway alignment and cross sections developed by Wenk and work with the CITY at the onset of preliminary engineering to refine the alignment and cross sections as necessary. It is expected that the Wenk work will culminate in a 30% design and the task of the CONSULTANT shall be to finalize that work. Refinement of the alignment shall include the following:

- Finalize Horizontal Design and Layout
- Create Vertical Design and Layout
- Preliminary Roadway Modeling & Templating

The CONSULTANT shall prepare preliminary and final roadway plans in accordance with the requirements and standards of the Facilities Development Manual (MANUAL), the WISDOT Standard Specifications for Highway and Structure Construction, and the City of Milwaukee Street Construction Specifications, in effect at contract signing. One plan set will be completed for the project. The preliminary and final roadway plans shall include the following:

60% Preliminary Plans

- Title Sheet
- General Notes
- Typical Cross Sections
- Paving Details
- Plan & Profile Sheets
- Cross Sections
- Preliminary Engineers Estimate

Final Plans

- Title Sheet (1)
- General Notes (1)
- Typical Cross Sections (2)
- Special Details (2)
- Standard Details (2)
- Paving Details (10)
- Lighting (4)
- Drainage (4)
- Landscaping (4)
- Water Main (4)
- Sanitary Sewer (4)
- Miscellaneous Quantities (6)
- Plan & Profile Sheets (4)
- Cross Sections (20)
- Earthwork Data (1)
- Pavement Marking Plan (2)
- Erosion Control Plan (4)
- Final Engineers Estimate

Roadway signing will not be included in the scope of this contract.

Permanent lighting design will generally consist of CITY standard type lighting and will include:

- Coordinate requirements for exact lighting units and control requirements/voltages with the City.
- Lighting controls/service layout, wiring diagrams, details.
- Lighting calculations and voltage drop calculations.
- Electric service coordination

Landscaping design will consist of a landscape plan, planting details, and a plant listing table.

Utility plans will consist of local street connections. The CONSULTANT'S design tie into the existing sanitary sewer and water main that is planned under the Canal Street alignment.

The CONSULTANT shall prepare preliminary and final project Special Provisions associated with any construction work included in the plans not addressed by the Standard Specifications for Highway and Structure Construction.

The CONSULTANT shall prepare one bid package for the project, including a cost estimate in accordance with the requirements and standards of the MANUAL. The bid package will include plans, specifications, and estimates for roadway. Twelve (12) copies of preliminary and final plans and specifications will be delivered to the CITY. In addition, 50 copies of the final bid letting package for contractors use in bidding will be delivered to the CITY.

The CONSULTANT shall perform the following services during the bidding phase of the project:

- Answer contractor questions during the bidding phase of the project
- Assist the CITY in reviewing the bids at the time of the letting
- Attend one preconstruction meeting
- Attend one pre-bid meeting

The CONSULTANT shall attend the following meetings in the design of the roadway portion of this project:

- Four (4) meetings shall be held with the City.
- Two (2) meetings shall be held with the project stakeholders.
- Two (2) meetings shall be held with the Utilities.

Construction Inspection

Phase 3 does include time for bid and contract award services. It does not include time for construction inspection, which is assumed to be done by the City. Phase 3 work is routine road, utility, and landscape construction. It is assumed that CITY inspectors will undertake this work.

ENVIRONMENTAL ASSESSMENT

The CONSULTANT shall assist the City on developing a NEPA Environmental Assessment (EA) and, if appropriate, a Finding of No Significant Impact (FONSI) that evaluate the impacts of the planned CMC Shops redevelopment. The CONSULTANT will supply specific technical data to the City for insertion into the documents. The CONSULTANT will attend five (5) meetings to discuss the EA/FONSI with CITY staff and other stakeholders related to development and review of the document. The CITY will be the primary author of the EA and FONSI.

PROSECUTION AND PROGRESS

Paragraph (3) of the original contract that was related to work schedule, was deleted and replaced as follows:

(3) The following items of work will be completed and submitted to the CITY by the indicated dates

Structure Survey Report	July 1, 2003
Preliminary Structure Plan	July 1, 2003
Preliminary Plans	July 1, 2003
Environmental Assessment	July 1, 2003
Finding of No Significant Impact (if approp.)	August 15, 2003
60% Plans	September 1, 2003
Soils Report	August 1, 2003
Pavement Design Report	July 1, 2003
Exceptions to Standards Report	September 1, 2003
Design Study Report	September 1, 2003
Slope Intercepts and Preliminary Plat	July 1, 2003
Right-of-Way Plat(s)	September 15, 2003
Right-of-Way Descriptions	September 15, 2003
Pre-Final Road Plans	December 1, 2003
Pre-Final Structure Plans	December 1, 2003
Final PS&E	January 30, 2004

A schedule for Amendment No. 2 activities will be discussed during the project kickoff meeting and further developed during Phase 1 - Task 4 activities.

COST OF THIS AMENDMENT

This Amendment increases the cost of the contract for Authorized Services by $1,247,285.09 for a total amount of $3,696,453.26 ($2,449,168.17 + $1,247,285.09). This portion of the work will be fully funded by the CITY and is not included within the Project Grant Agreement between the Wisconsin Department of Transportation and the City of Milwaukee referred to in the last paragraph of TWO PARTY DESIGN CONTRACT SPECIAL PROVISIONS, VI., on page 4 of this CONTRACT.

BASIS OF PAYMENT

Paragraph (1) of this section is deleted and replaced as follows:

For "AUTHORIZED SERVICES", the CONSULTANT will be compensated by the CITY for services provided under this CONTRACT and described herein and performed by the CONSULTANT, actual costs up to a maximum combined amount of $3,705,256.19. Provision III.D.(2) of the DEPARTMENT standard two-party engineering boilerplate, dated August 2, 2002 is hereby modified to permit completion and compensation of the Services as follows:

(a) For assistance in project management, design reports, environmental documentation, hazardous material investigations, agency coordination, permits, railroad plans and coordination, public involvement, assistance with roadway plans, bridge plans, retaining wall plans, demolition plans, meeting attendance and coordination with other Menomonee Valley Initiatives sublet to CH2M Hill, Inc., the CONSULTANT's actual cost of $543,453.28 plus a fixed fee of $60,680.49, up to a maximum combined amount of $1,366,885.6930, **an increase of $604,133.77 ($762,751.92 + $604,133.77) (REVISED)**

(b) For assistance in project management, design reports, environmental documentation, agency coordination, utility coordination, public involvement, subsurface investigations, hydraulic analysis, roadway plans, traffic analysis, meetings, plats, real estate services and coordination with other Menomonee Valley Initiatives sublet to HNTB Corporation, the CONSULTANT's actual cost of $385,585.44 plus a fixed fee of $38,065.86 up to a maximum combined amount of $1,534,630.22, **an increase of $423,651.32 ($1,110,978.90+ $423,651.32) (REVISED).**

In addition, the following services will be sublet by HNTB Corporation:

(i) For railroad coordination and negotiations, sublet from HNTB Corporation to Simpson Consulting, actual costs not to exceed $47,538.00. **(No change)**

(ii) For assistance with utility coordination, subsurface investigation, hydraulic modeling and right of way plats, sublet from HNTB Corporation to Norris & Associates, actual costs not to exceed $165,704.26, **an increase of $73,000.00 ($92,704.26 + $73,000.00) (REVISED)**

(iii) For survey and roadway design, sublet from HNTB Corporation to Making the Grade, actual costs not to exceed $346,251.05, an increase of $146,500.00 ($199,751.05 + $146,500.00) **(REVISED)**

(iv) For Public Involvement, sublet from HNTB Corporation to Martinsek & Associates, actual costs not to exceed $68,960.00. **(No change)**

(v) For traffic data collection, sublet from HNTB Corporation to Edwards and Associates, actual costs not to exceed $3,229.53. **(No change)**

(vi) For archeological investigations, sublet from HNTB Corporation to Great Lakes Archeological, actual costs not to exceed $5,961.76. **(No change)**

(vii) For historic investigations, sublet from HNTB Corporation to Heritage Research, actual costs not to exceed $11,587.75. **(No change)**

(viii) For subsurface investigation support, sublet from HNTB Corporation to Himalayan Consultants, actual costs not to exceed $51,000.00. **(No change)**

(ix) For site layout and valley grading plans, sublet from HNTB Corporation to WENK, actual costs not to exceed $58,935.00. **(No change)**

(x) For land use planning, sublet from HNTB Corporation to Soloman ETC actual cost not to exceed $35,770.00 **(No Change).**

The sentence following Paragraph (2) (c) of this section is amended as follows:

For all services on this contract, including "authorized" and "if authorized", total compensation shall not exceed $3,784,897.11 **(an increase of $1,247,285.09)** unless approved by a written CONTRACT amendment.