

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

On-Call Construction Resident Engineer and Inspection Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and Psomas, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated May 10, 2017 ("Agreement") regarding on-call construction resident engineer and inspection services ("Project"); and

WHEREAS, CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period and CONSULTANT is willing and able to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"The term of this First Amendment to Agreement shall be one (1) year commencing May 10, 2020 and ending on May 9, 2021."

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay one million dollars (\$1,000,000), bringing the total not to exceed contract amount to two million, five hundred thousand dollars (\$2,500,000).”

3. Paragraph 4 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.”

4. Paragraph 13 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and

location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."


5. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

PSOMAS, a California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: CEO

ATTEST:

and  
BY:  \_\_\_\_\_

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

its: VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
JASON SHYKOWSKI  
Public Works Director