

**SECOND AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Project: Oakridge Drive Bridge and Industrial Avenue Bridge Replacement

THIS SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Mark Thomas & Company, Inc. a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated March 6, 2013 and amended May 23, 2018 (“Agreement”) regarding the Oakridge Drive Bridge and Industrial Avenue Bridge Replacement project (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated April 29, 2020, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.

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

“CITY shall pay seventy-one thousand, four hundred fifty-two dollars (\$71,452), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one million, eighty-nine thousand, four hundred eleven dollars (\$1,089,411).”

3. Section 3 of the Agreement is amended by adding paragraphs 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.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.”

4. Section 11 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. Section 21 is hereby replaced to read as follows:

"Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Zach Siviglia
Project Manager
701 University Ave., Ste. 200
Sacramento, CA 95825

Either party may amend its address for notice by giving notice to the other party in writing."

6. 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 Second 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 Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MARK THOMAS & COMPANY, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Vice President

ATTEST:

and
BY:  _____

BY: _____
SONIA OROZCO
City Clerk

its: Secretary

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"



April 29, 2020

Mr. Rjahja Canlas
City of Roseville
311 Vernon Street
Roseville, CA 95678

SA-13107

**RE: OAKRIDGE DRIVE BRIDGE REPLACEMENT PROJECT -
CONTRACT AMENDMENT #2**

Dear Rjahja:

As we have discussed, we have prepared the attached scope of work and cost detail for design support services during construction for the Oak Ridge Drive Bridge Replacement. The budget amount will be set up on a time and materials basis, and time will only be charged to respond to Items during construction.

Please review and feel free to give me a call with any questions.

Sincerely,

MARK THOMAS

A handwritten signature in blue ink, appearing to read 'Zach Siviglia', is placed above the printed name.

Zach Siviglia

Attachments





OAKRIDGE DRIVE BRIDGE REPLACEMENT

Scope of Services

Task 1.0 Construction Support

Dewberry (previously Drake Haglan) will review and respond to request for information, review, comment and approve contractor submitted shop drawings and prepare contract change orders if necessary. Dewberry will also prepare record drawings from the Resident Engineer's markups.

A brief summary of the work to be performed includes the following:

- Review contractor generated RFI's (up to 20)
- Review up to three concrete mix designs. Fee assumes 1 resubmittal for each mix design
- Review precast/prestressed girder shop drawings. Fee assumes 1 resubmittal
- Review up to two shoring submittals. Fee assumes 1 resubmittal for each submittal
- Review water materials submittal for conformance with project specifications. Fee assumes 1 resubmittal
- Review wastewater materials submittal for conformance with project specifications. Fee assumes 1 resubmittal
- Will review metal decking submittal
- Will assist RE in reviewing temporary support
- Will review utility support submittal
- Prepare as-built drawings for the bridge and retaining walls from Resident Engineer's markups.

Assumptions:

- Construction will be completed by December 31, 2020
- RE will review pile placement plan
- RE will review all rebar shop drawings



- RE will review metal decking placement drawings
- RE will review the deck placement plan and camber
- RE will set deck grades
- Additional analysis for anomalies in the CIDH piles will not be required.


Construction support services by Crawford & Associates, Inc. (CAInc) will consist of responding to contractor Request for Information (RFI) submittals, two (8 hour) days for a field representative to be on-site to observe pile drilling activities and consultation with the design team. Field observation will be supplemented by principal level engineering consultation and supervision of the field representative. Crawford will also review pile integrity test results (e.g., cross-hole sonic logging / gamma-gamma logging) completed by others to evaluate the affect anomalies (if present) may have on the geotechnical capacity of the CIDH piles, and provide geotechnical input for mitigation if needed.

Materials testing and construction observation other than that described above is understood to be performed by others and is strictly excluded from this scope of services.

A minimum of 48 hour notice before start of pile construction is required for scheduling purposes. If construction observation services are found to require additional time/effort beyond the above estimated scope, they would be performed only upon a mutually-agreed change in scope and fee.



COST PROPOSAL FOR PROJECT SCOPE: Roseville-Oakridge & Industrial Br (AM #2)

<div></div> <div>MARK THOMAS</div>						Subconsultants		TOTAL COST	
						Dewberry	Crawford & Associates		
		Principal \$371	Sr. Project Accountant \$127	Sr. Project Coordinator \$115	Total Hours				Total MT Cost
1.0 CONSTRUCTION SUPPORT									
1.1	Construction Support	22	6	10	38	\$10,074	56,710	4,576	\$71,360
Subtotal Phase 1		22	6	10	38	\$10,074	\$56,710	\$4,576	\$71,360
TOTAL HOURS		22	6	10	38				
OTHER DIRECT COSTS						\$0	\$58	\$35	\$92
TOTAL COST		\$8,162	\$762	\$1,150		\$10,074	\$56,768	\$4,611	\$71,452