

AGREEMENT NO. 2020-023 (1)

AMENDMENT NO. 1 TO AGREEMENT NO. 2020-023

This **AMENDMENT NO. 1 TO AGREEMENT NO. 2020-023** is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **Mark Thomas and Company, Inc.**, a California Corporation ("CONSULTANT").

R E C I T A L S

WHEREAS, on February 19, 2020, CITY and CONSULTANT entered into Agreement No. 2020-023 ("AGREEMENT" herein), wherein CONSULTANT would provide Design Services for the Rosedale Highway Widening Project – Segment 2 Project ("PROJECT" herein) for an amount not to exceed **One Hundred Forty-Two Thousand Eighty Dollars (\$142,080.00)**; and

WHEREAS, the parties now desire to enter into the Amendment No. 1 to the AGREEMENT to be able to provide additional design service which in turn extends the Scope of Work as outlined in **Exhibit A-1**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Compensation/Payment Procedure will also need to be increased by a not to exceed amount of **\$34,460** for a total amount not to exceed \$176,540, as a result of additional work to be paid as outlined in **Exhibit B-1**, attached here to and incorporated herein by this reference; and

WHEREAS, the termination date for the AGREEMENT will lapse prior to completion of the new Scope of Work in which the date will be extended as well.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. **Section 1 of the AGREEMENT entitled "SCOPE OF WORK" is hereby amended to read as follows:**

1. SCOPE OF WORK. In exchange for the Compensation (defined below), CONSULTANT must competently and thoroughly design and engineer Segment 2 of PROJECT as specifically described in CONSULTANT's scope of

work, as provided in **Exhibit "A"** and **Exhibit "A-1"**, and incorporated herein by this reference. CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. Section 2 of the AGREEMENT entitled "COMPENSATION/PAYMENTPROCEDURE" is hereby amended to read as follows:

2. COMPENSATION/PAYMENT PROCEDURE. In exchange for performing the Scope of Work, CITY will pay CONSULTANT as provided in **Exhibit "B"** and **Exhibit "B-1"** and as follows ("Compensation"):

2.1. Actual Costs. CITY will reimburse CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed **\$176,540.00** exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in CONSULTANT's cost proposal.

CITY will pay CONSULTANT within 30 days after CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONSULATNAT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONSULTANT. In no case will CITY compensate CONSULTANT more than **\$176,540.00** for performing the Scope of Work.

3. Section 3 of the AGREEMENT entitled "TERM" is hereby amended to read as follows:

3. TERM. Unless terminated sooner as set forth herein, this AGREEMENT shall terminate on **February 28, 2022**.

4. Section 6 of the AGREEMENT entitled "TIME FOR COMPLETION" is hereby amended to read as follows:

6. TIME FOR COMPLETION. CONSULTANT must complete the Scope of Work by **March 22, 2021**.

5. Except as amended herein, all other provisions of Agreement No. 2020-023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Agreement No. 2020-023 to be executed, the day and year first-above written.

“CITY”

CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance: _____

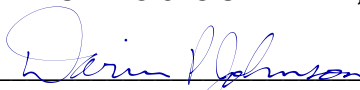
C O U N T E R S I G N E D:

By: _____
RANDY MCKEEGAN
Finance Director

Exhibits: **Exhibits A-1 and Exhibit B-1**

“C O N S U L T A N T”

MARK THOMAS & COMPANY, INC.

By:  _____
Type or Print Name: **Darin Johnson**

Title: **Associate Principal**

EXHIBIT A-1



December 17, 2020

Ravi Pudipeddi
City of Bakersfield
1600 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

RE: Rosedale Highway Widening Project (Verdugo Lane to Calloway Drive) PS&E - Amendment 1

Dear Ravi,

Thank you for allowing Mark Thomas to continue to provide engineering services to the City of Bakersfield for the subject project.

We understand that the City would like to modify the current scope to include full ADA upgrades within the project limits, In order to subsequent construction and disruption to the public using the facility. The original scope shall be amended as follows to include the additional design scope:

REVISED SCOPE OF WORK (Modifications to Scope of Work are identified in Blue):

Task 2. Plans

Mark Thomas shall update and make any additions to the plans as requested and resubmit the 95% plans. After the City review comments are addressed, Mark Thomas will submit the 100% Plans and after final changes are made, the final signed plans will be submitted.

Mark Thomas shall review the existing pedestrian paths, identify all non-ADA compliant curb ramps, driveway and design and include the upgraded ramps and driveways to the existing set of plans. The additional plans are identified below.

- a. Title (1 sheets) - Updates to plans and list of sheets.
- b. Key Map (1 sheet) - update
- c. Typical Sections (2 sheets) - Updates to the pavement design to match existing cross slope to avoid constructability issues previously encountered.



- d. Layouts (1 sheet) – updates to layout plans per Right-of-Way agreements with private property owners.
- e. Pavement Design Details (6 sheets) - Update pavement design elevation per revised roadway cross slope design.
- f. Intersection Details (3 sheets) + (4 additional Sheets) – update based on pavement design changes.
- g. Driveway Details (1 Sheet) + (1 additional sheet) – Update per Right of–way agreements.
- h. Private Property Restoration Details (6 sheets) - Update based on new Field conditions and field walk. Add all business signs to be moved by contractor.
- i. Drainage plans and Profile, and Details (3 sheets) + (2 Detail Sheets) – update based on new pavement design and addition of one drainage inlet construction and additional drainage details to address review comments.
- j. Utility Plan (3 sheets) - Update based on new utility notifications and relocation design.
- k. Construction Area Signs (1 sheet) - update with new limits of construction.
- l. Stage Construction (9 sheets) - ~~Update to match existing condition at tie in the staging design is good.~~ Update to match revised design and pavement reconstruction limits.
- m. Signing and Striping (1 Sheet) – Update with revised shoulder striping.
- n. Electrical and Signal Plans (Rosedale and Verdugo) (3 sheets) - updates to the electrical design plans based on updated elevation and horizontal design.
- o. Irrigation and Planting plans (4 Sheets) – Updates based on current field conditions and ROW agreement requirements.
- p. Quantity sheet (2 sheets) - Add quantity take off sheets, similar to Caltrans sheet for the roadway and traffic items.

Exclusions and Assumptions:

Mark Thomas exclusions and assumptions for this scope of work are listed below:

- 1. ~~The current Horizontal Geometry (roadway geometry) will remain as designed in the current 95% plans, with exception of minor sidewalk and curb modifications to fit current conditions.~~
- 2. No utility relocation design is not anticipated or included in the scope. Only utility relocation coordination is included in this scope of work.
- 3. No median planting and irrigation is anticipated or included in this scope of work.



 December 17, 2020

4. It is assumed the new signal at Calloway Rd and Rosedale Hwy has already been installed and no traffic signal modifications are necessary at this intersection, with the exception of loop replacement or modifications.

FEE:

The anticipated additional fee estimate for the additional scope of work herein is \$34,460
See attached Fee Estimate Breakdown.

If you have any questions regarding this amendment, please do not hesitate to contact me at avivar@markthomas.com or 714-348-6344.

Sincerely,
MARK THOMAS



Arturo Vivar, PE
Sr. Project Manager




(949) 477-9000
2121 ALTON PARKWAY SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

EXHIBIT B-1

COST PROPOSAL FOR PROJECT SCOPE: ROSEDALE HWY WIDENING - SEGMENT 2 -AMENDMENT 1

<div> MARK THOMAS</div>									
		Additional Sheets	Sr. Project Manager \$250.00	Project Engineer \$153.00	Design Engineer II \$134.00	Design Engineer I \$108.00	Sr. Technician \$131.00	Total Hours	Total MT Cost
2.0 UTILITY COORDINATION									
2.1	Title Sheet, Key Map and Control						0	\$0	
2.2	Typical Section						0	\$0	
2.3	Roadway Layout		8		40	20	68	\$8,940	
2.4	Pavement Design						0	\$0	
2.5	Construction Details	5	8		120	40	168	\$20,200	
2.6	Private Property Details						0	\$0	
2.7	Drainage Plan, Profiles, and Details	2	4		40		44	\$5,320	
2.8	Utility Plans						0	\$0	
2.9	Stage Construction and Const. Area Signs						0	\$0	
2.10	Signing and Striping						0	\$0	
2.11	Electrical and Signal plans						0	\$0	
2.12	Irrigation and Planting						0	\$0	
2.13	Quantity Sheets								
Subtotal Phase 2		7	20	0	0	200	60	280	\$34,460
TOTAL HOURS			20	0	0	200	60	280	
OTHER DIRECT COSTS									\$0
TOTAL COST			\$5,000	\$0	\$0	\$21,600	\$7,860		\$34,460