

**AMENDMENT NO. 5  
DESIGN PROFESSIONAL SERVICES AGREEMENT  
Environmental, Planning and Design Services  
Related to the  
Berry Street Bridge Replacement Project**

Authorizing Agreement No. 568-05  
Amending Agreement No. 568

This AMENDMENT NO. 5 to the Agreement between the City of Calistoga and Mark Thomas & Company (hereinafter Amendment No. 5) is hereby entered into as of the \_\_\_\_<sup>th</sup> day of June, 2017, by and between the City of Calistoga, a municipal corporation (hereinafter referred to as "City") and Mark Thomas & Company (hereinafter referred to as "Design Professional").

RECITALS

WHEREAS, City and Design Professional have previously entered into a Design Professional Services Agreement for environmental, planning and design services in connection with the Berry Street Bridge Replacement Project (herein referred to as "Agreement"), said agreement being dated January 21, 2014, Amendment No. 1 dated January 5, 2015, Amendment No. 2 dated May 18, 2016; Amendment No. 3 dated October 28, 2016, Amendment No. 4 dated \_\_\_\_\_, 2017; and

WHEREAS, construction management services necessary to ensure the project is built to the plans and specifications; and

WHEREAS, construction management services were part of the original Consultant Services RFP that staff advertised and reviewed for the project.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

1. Under Paragraph 1 of the Agreement (Scope of Service) Subsection E is added as follows:

E. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Design Professional shall perform the additional services set out in the "Construction Management Proposal – Amendment No. 5 – Berry Street Bridge Replacement Project" dated May 18, 2017, attached hereto as Exhibit "A" and incorporated herein by reference.

2. Under Paragraph 3 (Compensation and Method of Payment) Subsection A.5 is added as follows:

A.5 Compensation. The compensation for said additional services to be paid to Design Professional, including both payment for engineering, planning & design services and reimbursable expenses, shall be at the rate and schedule included in Exhibit "A," being the "Construction Management Proposal – Amendment No. 5 – Berry Street Bridge Replacement Project" dated May 18, 2017, attached hereto and incorporated herein by reference. However,

in no event shall the total compensation for said additional services exceed Three Hundred Thirty Thousand Dollars (\$330,000). Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. The total compensation for the services included in the original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, plus the additional services included in this Amendment No. 5 shall not exceed One Million Forty Thousand Five Hundred Seventy-four Dollars (\$1,040,574).

4. Except as specifically modified by this Amendment No. 5 all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Design Professional have executed this Amendment No. 5 as of the date first above written.

CITY OF CALISTOGA

MARK THOMAS AND COMPANY

By: \_\_\_\_\_  
Dylan Feik

By: \_\_\_\_\_  
R. Matt Brogan

Title: City Manager

Title: Principal/Vice President

ATTEST:

\_\_\_\_\_  
Kathy Flamson  
City Clerk

**EXHIBIT "A"**

**AMENDMENT NO. 5 PROPOSAL  
Dated May 18, 2017**



EXHIBIT "A"

May 18, 2017

Mr. Derek Rayner  
City of Calistoga  
414 Washginton Street  
Calistoga, CA 94515

**RE: BERRY STREET BRIDGE REPLACEMENT PROJECT – CONSTRUCTION MANAGEMENT**

Dear Mr. Rayner:

Attached are the scope of work and fee proposal for Construction Management services for the Berry Street Bridge project. The attached scope and cost detail outline the services that will be conducted. The total cost for the work is \$330,000.

Please feel free to call with any questions.

Sincerely,

**MARK THOMAS**

Zach Siviglia  
Project Manager





## SCOPE

Mark Thomas has prepared the scope for Construction Management services for the Berry Street Bridge Replacement Project.

### **Task 1 Construction Management**

#### *1.1 Construction Management*

MNS Engineers will provide a part-time Resident Engineer and will be responsible for Construction Management services that will include the following:

- Conduct Pre-Construction Meeting
- Review/prepare required contract change orders
- Review potential claims submitted by the Contractor, and negotiate resolution
- Review materials test reports, and recommend any corrective action
- Review and approve concrete mix design
- Review and approve temporary shoring plans/demo plans/stream diversion plans
- Review, approve, and monitor project schedule
- Submittal and RFI Review
- Coordinate with City's Environmental Monitor for stream diversion & required project monitoring
- Coordinate with Utilities and City on utility relocations.
- Review and approval of progress payments to Contractor
- Review and approval of project close-out documentation (as-built plans, final payment, etc.)

MNS, as the Resident Engineer, will oversee the following activities performed by the Assistant Resident Engineer (Mark Thomas) on a periodic basis (Resident Engineer to be onsite during critical operations denoted by \*):

#### **General Contract Administration**

- Set-up and maintain project documents in an online electronic format in accordance with Caltrans LAPM
- Attend weekly progress meetings with Contractor
- Monitor project schedule



- Prepare item quantities and progress payments to Contractor
- Coordinate materials testing required by contract and project QMP.
- \*Sampling and Testing to be performed by RGH
- Check as-built plans prepared by contractor
- Preparation of project close-out documentation (final payment, etc.)

### Perform Construction Inspection

- Inspect precast deck units at precast plant (forming, reinforcing steel placement, prestressing, concrete pour). Plant inspection to be performed by Mark Thomas and RHG
- \*Inspect bridge removal
- Inspect removal of concrete driveway/sidewalk and cold planning of asphalt, inspect construction of concrete driveway/sidewalk and new pavement
- Inspect tree removal, and protection of existing trees
- Inspect planting of new trees/shrubs and landscaping material
- \*Check grades for bridgework (piles, footings, abutments, deck, rail profile)
- \*Inspect installation and removal of temporary pedestrian bridge (location and grades), including concrete abutments
- \*Inspect placement of CIDH piles
- \*Inspect bridge construction
- Inspect adjustments to manhole grades
- Inspect installation of rock slope protection and bank stabilization material
- \*Inspect relocation of existing utilities to temporary pedestrian bridge and then back to new bridge, including welded steel pipe casings in new bridge
- Inspect new drainage
- \*Inspect installation and removal of bio-retention material, and installation of erosion control materials
- Inspect installation and removal of detour signs
- Inspect installation, maintenance and removal of temporary fence
- \*Inspect structure excavation and backfill
- \*Inspect installation of joint seals
- Inspect construction of concrete barrier (including reinforcing steel) and steel bridge railing
- \*Inspect installation of bridge bar reinforcing steel (piles, footings, abutments, deck)
- \*Inspect erection of precast concrete deck units, and bearing pads
- \*Inspect installation of CIDH piling



- \*Inspect construction of bridge footings and abutments/wingwalls (including geocomposite drain material)
- Inspect construction of lighting
- \*Inspect concrete deck pour
- Inspect installation of irrigation

### Testing

- Quality assurance testing will be performed based on the attached breakdown from RGH


### Assumptions

This scope of work and fee proposal includes the following assumptions:

- Construction duration will be 120 working days (168 calendar days)
- Inspection will be provided on a standard 5 day/40 hours per week basis (Monday-Friday). Any request by the contractor to work beyond standard work times will be additional costs
- The Contractor will be responsible for providing Environmental Compliance Monitoring during construction & Construction Staking
- The City of Calistoga will provide a work space at the Public Works office for the Resident Engineer and Assistant Resident Engineer
- The scope of work Includes up to 20 days for coordination beyond the construction duration above, for project set-up and close-out activities
- The Contractor will be responsible for any re-testing needed on failed tests.
- The Contractor will be responsible for all Quality Control testing



COST PROPOSAL FOR PROJECT SCOPE: Calistoga-Construction Management

	Mark Thomas						Subs	TOTAL COST
	Engineering Manager \$245	Project Engineer \$124	Inspector \$118	Project Coordinator \$86	Total Hours	Total MT Cost	MNS Engineers	
	1.0 CONSTRUCTION MANAGEMENT							
1.1 Construction Management	35	120	1600	10	1765	\$212,503	97,500	\$310,003
Subtotal Phase 1	35	120	1600	10	1765	\$212,503	\$97,500	\$310,003
TOTAL HOURS	35	120	1600	10	1765			
OTHER DIRECT COSTS						\$19,997	\$0	\$19,997
TOTAL COST	\$8,575	\$14,880	\$188,192	\$856		\$232,500	\$97,500	\$330,000