



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this 06/24/2022, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **MNS ENGINEERS, INC. (FORMERLY S&C ENGINEERS, INC.)** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated October 17, 2017 ("Contract") for the purpose of retaining the services of Contractor to provide Construction Management and Inspection Services related to the construction of the South Bayfront Pedestrian Bicycle Bridge Project; and

WHEREAS, City executed said Professional Service Contract with S&C Engineers, Inc. and effective April 1, 2018 S&C Engineers was acquired by MNS Engineers, Inc., and

WHEREAS, City executed First Amendment to said Professional Services Contract with MNS Engineers, Inc. effective May 19, 2021, and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY

Contract No.	21123E-0217-PW01	CIP No.	16475006
Resolution No.	21-139	Project No.	EPW17-112

City of Emeryville | Professional Services Contract Amendment
REV 06/2020

1.2 Termination Date

- ☐ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **NEW END DATE**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section III.B of the Contract by **SIXTY FIVE THOUSAND ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$65,130.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO MILLION SEVEN HUNDRED NINE THOUSAND TWO HUNDRED THIRTY SIX DOLLARS AND NO CENTS (\$2,709,236.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
SECOND AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
Andrea Visneshwara as Interim
962663BD5573494...
City Attorney

Dated:

06/24/2022

CITY OF EMERYVILLE

DocuSigned by:
Christine Daniel
B023DA190D204E2...
Christine S. Daniel, City Manager

Dated:

12/09/2021

MNS ENGINEERS, INC.

DocuSigned by:
James A. Salvito
D7A4F4B73D14468... (Signature)
James A. Salvito, President and CEO

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements

Exhibit A-2

Scope of Work

A. Description of Required Services

Construction management personnel are required in support of the CITY project to construct the South Bayfront Pedestrian Bicycle Bridge. The CONSULTANT is to provide qualified engineering personnel to perform construction project management, inspection and Quality Assurance services. The CONSULTANTS personnel will be assigned to the project during all hours of construction and/or as required by the CITY and will work under the direction of the CITY Project Manager.

Typical duties to be performed by the CONSULTANT personnel will Include but not be limited to the following:

- 1) Performing the duties of a Resident Engineer/Structures Representative, including construction inspection, quality assurance, quantity calculations, preparation of contract change orders, materials sampling and control, and insuring compliance with project plans and specifications.
- 2) Perform engineering calculations and review falsework plans, shoring plans, and working drawings per Caltrans Standards.
- 3) Identify actual and potential problems associated with the construction project and recommend sound engineering solutions.
- 4) Preparing calculations, records, reports, and correspondence related to project activities.
- 5) Assisting in the review and oversight of the Contractor's final as-built plans during and at the completion of project.

B. Personnel and Performance Requirements

CONSULTANT personnel will remain on the CITY construction project on a full-time basis or as requested by the CITY until completion and acceptance of the construction project by the CITY.

C. Equipment and Materials to be Provided by the CONSULTANT

The CONSULTANT shall provide the following:

Exhibit A-2, Scope of Work

1) All necessary computers, cell phones, internet access (provided by Construction Contractor as part of project trailer facilities), instruments, tools, and safety equipment required of its personnel to perform their work accurately, efficiently and safely.

2) Caltrans manuals and Standards as listed in Section F., "Standards" below and forms and other policies and procedures to be followed by the Contractor's personnel in the performance of the work.

D. Materials to be Provided by the CITY

The CITY will provide the CONSULTANT with the following:

1) Approved project plans, special provisions, and applicable City administrative policies and procedures for the project.

E. Standards

1) Construction inspection and contract administration shall be in accordance with current Caltrans Construction Manual and its revisions, the Bridge Construction Records and Procedures Manual the Manual, the Manual of Test (3 Volumes), Manual of Traffic Controls for Construction and Maintenance Work Zones, the Caltrans Standard Specifications and Standard Plans, and the project plans and special provisions.

G. Work to be Performed by the CITY and Design Consultants

The CITY will furnish a representative to perform the usual functions of a Project Manager.

The Design Consultants will be responsible to respond to RFI's, Submittals, review and approve shop drawings and approve the erection procedure for the steel tied arch bridge span.

H. Project Progress

To ensure an understanding of contract objectives, meetings between the CITY and the CONSULTANT will be held as often as necessary.

All work objectives, the work schedules, the terms of the contract and any other related issues will be discussed, and any problems resolved.

Task 1 - Construction Management

1.1 Construction Management

Exhibit A-2, Scope of Work

Consultant shall furnish a CONSTRUCTION MANAGER to coordinate all CONSULTANT operations with CITY, including but not limited to tracking progress of the work and administering subcontracts. CONSTRUCTION MANAGER shall provide overall project management coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the CITY and other applicable standards and requirements. CONSTRUCTION MANAGER shall prepare and submit weekly project progress reports to CIYY Project Manager.

Deliverables:

- Weekly Progress Reports

1.2 Coordination and Meetings

CONSTRUCTION MANAGER shall conduct regular weekly meetings with CITY, and as required the Designer "Biggs-Cardosa Associates, and the environmental design consultant "EKI Water and Environmental", and AECOM, Archeological Services Consultant.

CONSTRUCTION MANAGER will conduct weekly progress meetings with the Contractor, City, the designer, EKI, and representatives of applicable adjacent properties, Union Pacific Railroad (UPRR), and other agencies. Construction Manager shall be responsible for preparation of agendas and meeting minutes, communications and distribution to all applicable parties.

Deliverables:

- Meeting notices, agendas, and minutes

1.3 Administration

CONSTRUCTION MANAGER shall provide weekly reports on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns including and not limited to review of RFI, construction submittals, progress payments, preparation of change order.

CONSTRUCTION MANAGER shall maintain project files using the Caltrans Uniform System in electronic format. CONSTRUCTION MANAGER will be responsible for adherence to all applicable City administrative policies and procedures to be provided by the City.

Deliverables:

Project Files

Exhibit A-2, Scope of Work

1.4 Documentation

Ensure effective and consistent documentation of the CONSTRUCTION MANAGER and Contractor's activities on daily basis including conversations and meetings related to the project, changed conditions, change orders, work progress, weather, status of Contractor's major equipment, and all other items that may be necessary for reviewing progress payments, evaluating and processing change orders, and resolving issues that may lead to formal claims.

The appropriate level of documentation will include both written text and digital images. Video and still digital cameras indicating time and date are to be utilized. The documentation system shall make full use of contemporary computer hardware and software as the means of document creation, distribution, and control.

Deliverables:

- Daily work diaries
- Miscellaneous CM Reports
- Negotiate and prepare contract change orders as needed
- Prepare monthly quantity estimates for progress payments
- Review and coordinate contractor submittals including:
 - UPRR Submittals
 - Temporary shoring plans
 - Falsework drawings
 - Prestressing shop drawings
 - Pile placement Plans
 - Steel arch bridge erection plan
 - Concrete mix designs and aggregate gradings
 - Joint seal assembly shop drawings
 - Payment Requests
- Keep a record of all changes to verify Contractor's redline markups for inclusion into final record drawings to be prepared by the Designer

Task 2 - Construction Phase Services

The Construction Manager/Resident Engineer/Inspectors provided by the Consultant shall monitor the operations of the Contractor and Subcontractors for compliance with contract documents and document field construction operations. Construction Management/Engineering services shall include the following activities:

Exhibit A-2, Scope of Work

2.1 Monitoring of Construction Operations for Contract Compliance

1. Bridge Construction
2. Earthwork (embankment, structure excavation and backfill)
3. Cast-in-Steel Shell Pile driving, rebar and concrete placement
4. Pre-cast concrete pile driving
5. Form construction and placement (abutments, columns, superstructure)
6. Reinforcing steel placement (abutments, columns, superstructure)
7. Concrete delivery, placement, and curing
8. Falsework construction and grade checking
9. Deck finishing
10. Railing installation
11. Concrete finishing
12. Joint seal assembly installation
13. Asphalt grading and placement
14. Arch steel bridge erection and construction
15. Landscaping and irrigation
16. Lighting
17. Excavation of contaminated material and backfilling

2.2 Materials Testing

1. Field technician services for QA observation, testing and documentation during earthwork, including embankment placement, structure backfill, trench backfill, and subgrade preparation.
2. Field technician services for QA sampling and testing during structural concrete placements, including testing for penetration (slump), air-content, unit weight, yield and temperature, and molding compressive strength specimens (cylinders). Samples will be handled, cured, and tested in accordance with specified test methods.
3. Part-time batch plant QA inspection services during production of structural concrete including checking mix design, checking aggregate batch weights, checking water/cement ratio, visual inspection of aggregates and sampling aggregates if necessary.
4. Laboratory testing of the soil, aggregates, and Portland cement concrete materials, maximum density/optimum moisture,

Exhibit A-2, Scope of Work

sieve analysis, sand equivalent, cleanness value, R-value and concrete compressive strength testing.

5. Preparation of QA field observation reports and test data sheets. Documents will be made available to City as requested.

6. QA offsite source inspection of fabrication of steel arch bridge

2.3 General

The Resident Engineer/Inspector shall be present at the project site on a full-time basis to provide a satisfactory level of monitoring the work.

2.4 Work to be Performed by Others

1. Construction Staking

A. Construction staking will be provided by the Contractor.

2. Miscellaneous

A. Biggs-Cardosa will perform City Building Department requirement for Special Inspection of modifications to the existing parking structure steel truss bridge.

B. EKI will provide inspection and air monitoring for soil remediation work.

C. AECOM will provide archeological monitoring.

2.5 UPRR Coordination

Provide subconsultant, "Zephyr UAS", to provide coordination with UPRR to facilitate the review and approval of the submittal of the Main Bridge Pick and Erection submittals.

2.6 Additional 6-month Plant Establishment & Vandal Fencing Fabric Replacement Change Order

Perform inspection of additional 6-month of plant establishment work and potential change order to change out vandal fencing fabric.

Task 3 - POST-CONSTRUCTION PHASE SERVICES

Exhibit A-2, Scope of Work

3.1 Project Closeout

Following substantial completion of all work, conduct a final walk-through with the Contractor and all applicable project participants. Develop a final punchlist to be sent to the Contractor. The list will include repair of any outstanding property damage. Require the Contractor to obtain sign-off from outside agencies or owners confirming that restoration has been completed and permit requirements have been satisfied.

Completed contractor redline markups will be verified, additional information added from inspector markups and provide to Designer to develop final record drawings. After deductions for liens and uncompleted punchlist work, final payment will be recommended to the City. All project files will be delivered to the City after final payment has been processed.

Deliverable:

Redline drawings