# FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002524 WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

This First Amend	ment to Agreer	ment numb	er F002524,	dated July 20	6, 2022 ("Agre	ement'	")
is made as of this	day of	, 20	24, by and	between the	City of Santa	Rosa,	а
municipal corporation (	"City"), and	Callander	Associates	Landscape	Architecture,	Inc.,	а
California Corporation ("(	Consultant").						

#### **RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to provide public outreach communications, community engagement, preliminary engineering/architectural design, and optional environmental services in connection with the Hopper Avenue Corridor Fire Recovery Improvements Project.
- B. City and Consultant now desire to amend the Agreement for the purpose of providing 100% construction documents that are suitable for public bidding.

#### **AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$310,974.00 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of seven hundred seventy-seven thousand, seven hundred thirty eight dollars and no cents. (\$777,738.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number **17655**."

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than **June 1**, **2025**."

All other terms of the Agreement shall remain in full force and effect.

CONSULTANT:	CITY OF SANTA ROSA
Name of Firm: <u>Callander Associates</u> <u>Landscape Architecture, Inc.</u>	a Municipal Corporation
TYPE OF BUSINESS ENTITY (check one):	By:
Individual/Sole Proprietor Partnership	Print Name: <u>Natalie Rogers</u>
Corporation Limited Liability Company Other (please specify:)	Title: <u>Mayor</u>
Signatures of Authorized Persons:  By:	APPROVED AS TO FORM:
Print Name: <u>Benjamin Woodside</u> Title: <u>President</u> By:	Office of the City Attorney ATTEST:
Print Name: <u>David Rubin</u> Title: <u>Chief Financial Officer</u>	City Clerk
City of Santa Rosa Business Tax Cert. No.  06521817	
Attachment: Exhibit A-1 - Scope of Services	

# Exhibit A-1 Scope of Services



May 13, 2024

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Recreate
Educate
Live+Work
Connect
Sustain

#### **ADDITIONAL SERVICES AUTHORIZATION #1**

TO: Felicia Ong City of Santa Rosa 69 Stony Circle Santa Rosa, CA 95401 fong@srcity.org

# RE: HOPPER AVENUE CORRIDOR IMPROVEMENTS / construction documents and construction administration

BKF and CALA's current scope only includes the preparation of bridging documents that would be used by a design-build contractor to implement the improvements. The City has requested that the design team instead provide 100% construction documents that are suitable for public bidding.

The City has also asked that BKF Engineers incorporate modifications to existing water and sewer utilities into the project based on a plan markup provided by the City on 1/23/2024. The City will provide updated topographic survey information for the affected utilities and expand the survey to include areas of utility work that are outside the current project limits. BKF will utilize the new survey information to design the utility modifications and incorporate the improvements into the construction documents. The effort associated with this work will be itemized separately on our invoices.

An electrical engineer, Aurum Consulting Engineers (ACE), will be added to the design team for electrical improvements including the new street light, rapid flashing beacons at proposed crosswalks, power for the irrigation controller, and relocation of the existing street light conduit that is in conflict with proposed trees. They will conduct a site investigation with City staff to determine if the existing electrical service can be used to power the improvements. In case the existing electrical service is already at full capacity, a separate budget has been established for ACE to coordinate and apply for a new PG&E service.

The first draft of the bridging documents has not yet been completed, so the design team will prepare a 40% construction document submittal instead of bridging documents. The design team will utilize the remaining budget in the current contract for this effort, except for the additional utility modifications and electrical work that isn't included in the current contract.

The following additional services will be provided on this project in accordance with our agreement dated July 26, 2022 and are considered an amendment thereto.

# Scope

#### **61.1 PROJECT MANAGEMENT**

61.1.1 **Coordination Meetings**: Prepare for and attend up to seven (7) meetings with City staff throughout the construction document process. We anticipate that meetings will be held after the 40%, 75%, and 90% submittals to review City comments. Four (4) more meetings are included to facilitate additional design coordination at monthly intervals as shown on the attached schedule. All meetings are anticipated to be held virtually. CALA will provide a written **meeting summary** after each meeting that documents decisions made.

# **61.2 CONSTRUCTION DOCUMENTS**

- 61.2.1 **40% Submittal**: Prepare 40% construction documents based on the preferred plan that was developed during the community engagement phase. This will replace the bridging documents submittals in the original contract. The 40% submittal will include **plans** as outlined in the original contract, boilerplate **technical specifications** based on the City's standard template, and a construction **cost estimate**.
- 61.2.2 **75% Submittal**: Based on the comments received on the 40% submittal, proceed to develop construction documents (plans and technical specifications) to a 75% level of completion. Update the cost estimate to reflect the current design. Provide written responses to City comments on the 40% submittal. BKF's CASp will review the plans for access compliance.

In addition, BKF will prepare pothole plan as described in the attached civil engineering proposal. The City will be responsible for conducting the potholing based on the plan and providing survey elevations of exposed utilities.

Planting that corresponds to LID BMPs will be identified separately in the plant list with information about species, spacing, quantity, and mature size. Plant selection will conform with the LID Manual Approved Plant List and plant layout will be designed to provide at least 50% vegetative cover at plant maturity. Mulch on bare soil and rock cobble around drain inlets will be specified to provide soil stabilization and treatment until plant maturity.

Submit the **75% submittal** package in PDF electronic format.

- a. Constructability Walkthrough: At the conclusion of the 75% submittal, conduct a site constructability walkthrough with the design team and City staff with the plans in hand to confirm suitably of proposed improvements with consideration to existing conditions. After the meeting, markup notes on PDF plans to document observations and design adjustments. Provide PDF markup to the City for use during the 75% submittal review.
- 61.2.3 **90% Submittal**: Based on the comments received on the 75% submittal, proceed to develop construction documents (plans and technical specifications) to a 90% level of completion. Update the cost estimate to reflect the current design. Provide written responses to City comments on the 75% submittal. Provide comments with proposed edits to front-end general specifications provided by the City. BKF will provide a Stormwater LID Report. Submit the **90% submittal** package in PDF

electronic format. It is anticipated that this submittal will be sent by the City to the Building Division for approval.

61.2.4 **100% Submittal**: Based on comments received on the 90% submittal, proceed to finalize the construction documents (plans and technical specifications). Update the cost estimate to reflect the current design and reformat it to match bid items listed in the bid form. Provide a final review of the front-end general specifications prepared by the City for coordination with the technical specifications. Provide written responses to City and Building Division comments. BKF will provide the final Stormwater LID Report and final Drainage Report.

Submit two (2) stamped and signed hard copies and PDF electronic files of the 100% submittal package to the City and Building Division to backcheck and then advertise the project for public bid. Provide source files in Word and AutoCAD file formats for the City's use.

#### **61.3 UTILITY MODIFICATIONS**

61.3.1-61.3.4 **Utility Modifications CDs**: BKF will design and delineate modifications to existing water and sewer utilities on the construction documents. This includes incorporating new survey information from the City into CAD base files and updating the plans, specifications and cost estimate to add the utility work. The utility modifications information will be incorporated into the 40%, 75%, 90%, and 100% construction document submittals. More information about this task is described in the attached civil engineering proposal from BKF.

# **61.4 QUALIFIED SWPPP DEVELOPER SERVICES**

61.4.1-61.4.4 **SWPPP Development and Support**: Recent regulatory changes have increased responsibilities for SWPPP compliance. BKF will provide SWPPP/NOI development, construction support, and inspections as described under Task 6 in the attached civil engineering proposal.

# 61.5 PG&E SERVICE

61.5.1 **PG&E New Service Coordination/Application**: If the new electrical improvements cannot utilize the existing electrical service, Aurum Consulting Engineers (ACE) will coordinate with PG&E and apply for a new electrical service. This task will not be billed unless a new service is needed.

### 61.6 BIDDING AND CONSTRUCTION ADMINISTRATION

During the bidding and construction period we will provide supplemental services to assist the City's full-time project construction administrator. These services would be provided on an hourly basis as requested. Services include the following.

#### 61.6.1 Bid Period

- a. **Bid Period Assistance**: Assist City staff in the bidding process and provide **RFI** responses to bidders' questions.
- b. **Pre-Bid Meeting**: Prepare for and attend a single pre-bid meeting to support the City in presenting the project and plans to interested bidders.

c. **Addenda**: Prepare **addendum documents** during the bid period to provide drawing and specification clarifications.

### 61.6.2 Construction Period

- a. **Submittals Review**: Review construction submittals and proposed substitutions as identified in specifications and issue **submittal responses**.
- b. **RFI's and Change Orders**: Review contractor RFIs, and issue **RFI responses** as needed. Assist City staff in processing requests for contractor change orders.
- c. **Progress Meetings / Site Reviews**: Attend virtual construction meetings with the City and contractor during construction. Assume sixteen (16) meetings total. Perform one (1) site review during construction and prepare a *field report* on construction progress and compliance with design intent, including recommendations for correction of any deficiencies.
- d. **Substantial Completion**: Attend a substantial completion walk through and issue a **punch list** of deficiencies and outstanding items to correct.
- e. **As-Builts**: Obtain contractor mark-ups and revise the construction documents to incorporate field changes where prudent. Issue **as-builts** to the City for project records.

# **Compensation**

	Hrs	CALA	BKF	ACE		TAL
61.1 Project Management	49.00	\$ 9,632.00	\$ 4,125.00	\$ -	\$	13,757.00
61.2 Construction Documents	230.00	\$ 40,364.00	\$ 95,700.00	\$ 8,448.00	\$	144,512.00
61.3 Utility Modifications	0.00	\$ -	\$ 45,100.00	\$ -	\$	45,100.00
61.4 Qualified SWPPP Dev. Services	0.00	\$ -	\$ 9,900.00	\$ -	\$	9,900.00
61.5 PG&E Service	4.00	\$ 748.00	\$ -	\$ 5,500.00	\$	6,248.00
61.6 Bidding & Construction Admin.	95.00	\$ 17,726.00	\$ 38,225.00	\$ 2,112.00	\$	58,063.00
Reimbursables (allowance)		\$ 3,424.00	\$ 1,700.00	\$ -	\$	5,124.00
TOTAL COMPENSATION (hourly)	378.00	\$ 71,894.00	\$ 194,750.00	\$ 16,060.00	\$	282,704.00

 10% Contingency
 \$ 28,270.00

 CONTRACT TOTAL
 \$ 310,974.00

#### Schedule

Callander Associates and their subconsultants will proceed to commence the above services upon receipt of a signed copy of this authorization.

Additional Services Authorization #1

RE: HOPPER AVENUE CORRIDOR IMPROVEMENTS / construction documents and construction administration

May 13, 2024 Page 5 of 5

# **Signatures**

Callander Associates Landscape Architecture, Inc.	Agreed and authorized to proceed for City of Santa Rosa:	r the
Dail C. Le.		
David Rubin, ASLA, QSD	Signature	Date
Principal   Landscape Architect CA #5329	-	
	Name & Title	

Attachments: Task Matrix, dated May 13, 2024 Standard Schedule of Compensation dated 2024

Proposal for Additional Civil Engineering Services, Hopper Avenue Corridor, dated May 7, 2024

Project Schedule, dated April 26, 2024

Landscape architects are licensed by the State of California. Notice:

Terms and conditions are subject to change after ninety days.

# Task Matrix Hopper Avenue ASA #1 05/13/2024

						Callan	der Associates	s' Person	nel a	ınd Rates	5						
		Prin @ \$2	icipal 250	Proj Mo @ \$1	anager 1 87		esigner 1 \$154		ministr \$128		Constru @ \$	uction Man. 190		CA F		BKF Subconsultant Fees	ACE Subconsultant
Phase	Description	hrs	<b>\$</b> 's	hrs	\$'s	hrs	\$'s	hrs	•	\$'s	hrs	\$'s	hrs	0, (1	\$'s	\$'s	\$'s
	1															1	
61.1	Project Management																
61.1.1	Coordination Meetings	14.0 \$	3,500.00	28.0 \$	5,236.00	-	\$ -	7.0	\$	896.00		\$ -	49.0	\$	9,632.00	\$ 3,750.00	\$ -
	SUBTOTAL 61.1	14.0 \$	3,500.00	28.0 \$	5,236.00	-	\$ -	7.0	\$	896.00	-	\$ -	49.0	\$	9,632.00	\$ 3,750.00	\$ -
	Subconsultant Administration														10%	\$ 375.00	\$ -
61.2	Construction Documents																
61.2.1	40% Submittal	- \$	-	- \$	_	-	\$ -	-	\$	-		\$ -	-	\$	-	\$ -	\$ 3,000.00
61.2.2	75% Submittal	8.0 \$	2,000.00	32.0 \$	5,984.00	48.0	\$ 7,392.00	2.0	\$	256.00	1.0	\$ 190.00	91.0	\$	15,822.00	\$ 41,400.00	\$ 1,560.00
a	. Constructability Walkthrough	- \$	-	12.0 \$	2,244.00	-	\$ -	-	\$	-		\$ -	12.0	\$	2,244.00	\$ -	\$ -
61.2.3	90% Submittal	6.0 \$	1,500.00	32.0 \$	5,984.00	40.0	\$ 6,160.00	2.0	\$	256.00	1.0	\$ 190.00	81.0	\$	14,090.00	\$ 27,800.00	\$ 1,560.00
61.2.4	100% Submittal	4.0 \$	1,000.00	24.0 \$	4,488.00	16.0	\$ 2,464.00	2.0	\$	256.00		\$ -	46.0	\$	8,208.00	\$ 17,800.00	\$ 1,560.0
	SUBTOTAL 61.2	18.0 \$	4,500.00	100.0 \$	18,700.00	104.0	\$ 16,016.00	6.0	\$	768.00	2.0	\$ 380.00	230.0	\$	40,364.00	\$ 87,000.00	\$ 7,680.00
	Subconsultant Administration														10%	\$ 8,700.00	\$ 768.00
61.3	Utility Modifications					ı										T	_
61.3.1	40% Submittal	- \$	-	- \$	-	-	\$ -	ı	\$	-		\$ -	-	\$	-	\$ 19,250.00	\$ -
61.3.2	75% Submittal	- \$	-	- \$	-	-	\$ -	-	\$	-		\$ -	-	\$	-	\$ 10,350.00	\$ -
61.3.3	90% Submittal	- \$	-	- \$	_		\$ -		\$	-		\$ -	-	\$	-	\$ 6,950.00	\$ -
61.3.4	100% Submittal	- \$	_	- \$		-	\$ -	-	\$	-		\$ -	-	\$	-	\$ 4,450.00	\$ -
	SUBTOTAL 61.3	- \$	-	- \$	-	-	\$ -	-	\$	-	-	\$ -	-	\$	-	\$ 41,000.00	-
	Subconsultant Administration														10%	\$ 4,100.00	\$ -
61.4	Qualified SWPPP Dev. Services																
61.4.1	SWPPP/NOI Development	- \$	_	- \$	, -	_	\$ -	-	\$	-		\$ -	_	\$	_	\$ 5,000.00	\$ -
61.4.2	SWPPP/NOI Construction Support	- \$		- \$		-	\$ -	-	\$	-		\$ -	_	\$	_	\$ 2,000.00	-
61.4.3	QSD Routine Site Visits	- \$		- \$	-		\$ -		\$	-		\$ -	-	\$	_	\$ 2,000.00	
61.4.4	QSD NAL Exceedance/ Non-Compliance	- \$		- \$		_	\$ -	_	\$	_				\$	_	\$ -	\$ -
01.4.4	Inspections (T&M as needed)	-   Þ	-	-   Þ	· -		Ψ -	-	Ψ	-	-	Ψ -		Ψ	-		Ψ -
	SUBTOTAL 61.4	- \$	-	- 5	-	-	\$ -	-	\$	-		\$ -	-	\$	-	\$ 9,000.00	\$ -
	Subconsultant Administration					•							_		10%	\$ 900.00	S -

# Task Matrix Hopper Avenue ASA #1 05/13/2024

						Callan	der Associate	s' Persoi	nnel and Rate	es							
			rincipal		Manager 1		esigner 1		ministrator		ruction Man.				BKF		ACE
		@	\$250	@	\$187	@	\$154	@	\$128	@	\$190		CA Fees	Subc	onsultant Fees	Suk	bconsultant
Phase	Description	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s		\$'s		\$'s
														•		•	
61.5	PG&E Service																
61.5.1	PG&E New Service Coordination/Application	-	\$ -	4.0	\$ 748.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 748.00	\$	-	\$	5,000.00
	SUBTOTAL 61.5	-	\$ -	4.0	\$ 748.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 748.00	\$	-	\$	5,000.00
	Subconsultant Administration					-							10%	\$ \$	-	\$	500.00

61.6	Bidding & Construction Admin.																
61.6.1	Bid Period		1.0	\$ 250.	00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1.0	\$ 250.00	\$ 6,250.00	\$ -
a.	Bid Period Assistance			\$ -		2.0	\$ 374.00	1.0	\$ 154.00	-	\$ -	2.0	\$ 380.00	5.0	\$ 908.00	\$ -	\$ -
b.	Pre-Bid Meeting			\$ -		-	\$ -	-	\$ -	-	\$ -	2.0	\$ 380.00	2.0	\$ 380.00	\$ -	\$ -
C.	Addenda		- :	\$ -		2.0	\$ 374.00	2.0	\$ 308.00	-	\$ -	1.0	\$ 190.00	5.0	\$ 872.00	\$ -	\$ -
61.6.2	Construction Period		2.0	\$ 500.	00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	2.0	\$ 500.00	\$ 28,500.00	\$ 1,920.00
a.	Submittals Review		- 1	\$ -		2.0	\$ 374.00	-	\$ -	-	\$ -	8.0	\$ 1,520.00	10.0	\$ 1,894.00	\$ -	\$ -
b.	RFIs and Change Orders		- 1	\$ -		2.0	\$ 374.00	4.0	\$ 616.00	-	\$ -	8.0	\$ 1,520.00	14.0	\$ 2,510.00	\$ -	\$ -
C.	Progress Meetings/Site Reviews		- 1	\$ -		-	\$ -	-	\$ -	-	\$ -	40.0	\$ 7,600.00	40.0	\$ 7,600.00	\$ -	\$ -
d.	Substantial Completion		- 1	\$ -		-	\$ -	-	\$ -	-	\$ -	4.0	\$ 760.00	4.0	\$ 760.00	\$ -	\$ -
e.	As-Builts		- 1	\$ -		4.0	\$ 748.00	6.0	\$ 924.00	-	\$ -	2.0	\$ 380.00	12.0	\$ 2,052.00	\$ -	\$ -
	SUBTOTA	61.6	3.0	\$ 750.	00	12.0	\$ 2,244.00	13.0	\$ 2,002.00	-	\$ -	67.0	\$ 12,730.00	95.0	\$ 17,726.00	\$ 34,750.00	\$ 1,920.00
	Subconsultant Administration					·		·				·			10%	\$ 3,475.00	\$ 192.00

		hrs	CALA	BKF	ACE
61.1	Project Management	49.00	\$ 9,632.00	\$ 4,125.00	\$ -
61.2	Construction Documents	230.00	\$ 40,364.00	\$ 95,700.00	\$ 8,448.00
61.3	Utility Modifications	0.00	\$ -	\$ 45,100.00	\$ -
61.4	Qualified SWPPP Dev. Services	0.00	\$ -	\$ 9,900.00	\$ -
61.5	PG&E Service	4.00	\$ 748.00	\$ -	\$ 5,500.00
61.6	Bidding & Construction Admin.	95.00	\$ 17,726.00	\$ 38,225.00	\$ 2,112.00
	Reimbursables		\$ 3,424.00	\$ 1,700.00	\$ -
	TOTAL COMPENSATION	378.00	\$ 71,894.00	\$ 194,750.00	\$ 16,060.00
	10% Contingency		\$ 7,189.00	\$ 19,475.00	\$ 1,606.00
	CONTRACT TOTAL		\$ 79,083.00	\$ 214,225.00	\$ 17,666.00



Standard Schedule of Compensation 2024 San Jose & Burlingame

Recreate Educate Live+Work Connect Sustain

#### **GENERAL**

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

# **Hourly Rates**

\$250 /hour
\$227 /hour
\$216 /hour
\$190 /hour
\$196 /hour
\$187 /hour
\$178 /hour
\$164 /hour
\$154 /hour
\$140 /hour
\$125 /hour
\$189 /hour
\$144 /hour
\$128 /hour

# Reimbursable Expenses Rates

Expenses cost + 15%

printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses

Communications and Insurance Surcharge 2.5% of total fees

Subconsultant Administration 10% of Subconsultant Costs

### **PAYMENTS**

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

916.985.4366

May 7, 2024 BKF No C20220608-10



Nate Ritchie, Project Manager Callander Associates 1633 Bayshore Highway, Suite 133 Burlingame, CA 94010 Transmitted Via Email (nritchie@callanderassociates.com)

**Subject:** Proposal for Additional Civil Engineering Services

**Hopper Avenue Corridor** 

Nate,

BKF Engineers (BKF) appreciates the opportunity to provide additional Civil Engineering services for the Hopper Avenue Corridor project in the City of Santa Rosa (City). It is our understanding the City requested Callander Associates (Callander) change the delivery method of this project from Design-Build to Design-Bid-Build and is therefore requesting Callander provide construction documents consistent with the "RFP Design Terms" document, provided to BKF on March 13, 2024. We understand Callander is requesting BKF prepare construction drawings in substantial conformance with the original RFP's draft bridging documents.

It is our understanding that the City is also looking to realign the existing 8-inch sewer mains at the intersections of Hopper Avenue with Crestview Drive and Skyview Drive, so these respective mains are perpendicular to the 30-inch trunk in Hopper Avenue and outside of the proposed median improvements. This will require the construction of two new manholes along the existing 30-inch trunk sewer at these respective intersections and the abandonment of the existing sewer mains currently tying into Manhole numbers 2 and 9. We understand this may also involve the abandonment of the existing manholes (2 & 9) and the realignment of the existing 8-inch water main in Skyview Drive through this intersection.

BKF previously prepared Draft Bridging documents under our original proposal and now we understand the City is considering using the Final Bridging Documents previously scoped as 40% Construction documents and would like comparable documents prepared for the sewer and water improvements noted above. The City then wants Construction documents for all improvements at the 75%, 90% and 100% milestones. BKF will prepare construction documents based on the improvements requested in the original RFP (including the aforementioned sewer design) and understands that utility relocations will be limited to the water and sewer mains depicted in an exhibit attach in the email received from Callander on January 23, 2024.

BKF offers the following services for your consideration based on the above project understanding and our communications with you.

# I. Professional Services

### **Task 61.1: Project Management**

**61.1.1** <u>Coordination Meetings:</u> BKF will attend up to 7 meetings with Callander and the City after the 40%, 75%, and 90% submittals as well as 4 additional monthly meetings to discuss project status with the team.

#### Task 61.2: Construction Documents & Task 61.3: Utility Modifications

# 61.2.1 & 61.3.1 40% Submittal:

<u>Existing Conditions Plan:</u> BKF will format the City's supplemental topographic mapping and provide this to the Team in a digital format suitable for use as the background of the Team's drawings.

40% Construction Drawings: BKF will supplement the preliminary drawings we prepared to incorporate the sewer and water improvements noted in the project understanding and create 40% Construction Drawings for the City's review. The City usually requires profiles for gravity utilities at the construction document level of design. Therefore, we don't anticipate the need to profile streets or utilities at this time. The improvement drawings will include a Storm Water Treatment Plan that will depict the SWLID features and details. If the City requests profile(s) at this level of the design, we can provide them as an additional service. We will include a typical cross-section in specific areas if we feel there is a need to communicate the design intent. The 40% Construction Drawings documents will be provided to Callander electronically in PDF for incorporation into the package being submitted to the City.

BKF will evaluate vehicle turning movements using our AutoTurn and/or Civil 3D software using 2 standard size trucks and up to two dock configurations. Since BKF does not have topographic mapping for this area, we will prepare our exhibits using available orthorectified aerial imagery. BKF will superimpose our computer simulated turning movements onto the aerial imagery and include a graphic of the largest truck that can reasonably navigate the turns on the exhibit.

<u>Specifications:</u> BKF will update technical specifications sections provided by the City for the Civil Engineering improvements. These specification sections are anticipated to include water and sewer.

<u>Cost Estimates:</u> BKF will help provide quantities and/or opinions of probable construction cost for the sewer and water aspects of the project and will incorporate them into the project's Opinion of Probable Construction Cost (Estimate). The Opinion of Probable Construction Cost will be provided to Callander electronically in MS Excel format. BKF's opinion of costs will be made on the basis of our professional judgment and experience. BKF does not have control over the cost or availability of labor, equipment, materials, market conditions or the Contractor's method of pricing. Therefore, BKF makes no warranty, express or implied, that the bids for work associated with this project will not vary from our opinion of probable construction cost.

#### 61.2.2 & 61.3.2 <u>75% Submittal</u>:

<u>75% Construction Drawings:</u> BKF will discuss review comments with the Team, incorporate them into the Construction Drawings, and perform an internal QA/QC Review before issuing a 75% progress set of Construction Drawings. It is anticipated that the 75% level plans will be incorporated into Callander's 75% level plans and provided to the City for subsequent review and comment.

<u>Technical Specifications:</u> BKF will update the 40% level Technical Specifications to a 75% level by incorporating comments received following the 40% submittal.

<u>Engineer's Opinion of Probable Construction Cost (Estimate):</u> BKF will update the 40% level Engineer's Opinion of Probable Construction Cost to a 75% level by incorporating comments received following the 40% submittal.

<u>Stormwater LID Improvements:</u> BKF will refine the 40% LID calculations and stormwater measures and continue preparing a Final Stormwater LID report. As a part of this task, BKF will continue working with Callander to incorporate effective LID measures which meet the goals of the LID technical design manual.

Page 2 of 8 BKF ENGINEERS

<u>Stormwater Hydrology and Hydraulics:</u> Stormwater is generally assessed and reviewed while preparing construction drawings. The City requires drainage be designed in accordance with the City's Public Storm Drain Standards and Sonoma Water's Flood Management Design Manual. BKF will assess the amount of stormwater anticipated to fall on the site during the target event and perform backwater calculations to appropriately size the proposed storm drain. Our analysis will also demonstrate that proposed curbs and inlets have sufficient capacity to receive the drainage during this storm event. BKF will then prepare a report summarizing our findings.

Meetings and Project Coordination: We understand Callander will be coordinating efforts among the consultant Team. We do not anticipate the need to attend regularly scheduled meetings. However, BKF has included up to 12 hours of staff time for meetings with the consultant Team and City, to review meeting minutes prepared by Callander and to coordinate efforts internally at BKF while preparing the Civil Site Improvement drawings. If needed, BKF can attend other meetings on a Time and Materials basis as an additional service.

<u>Constructability Walkthrough:</u> BKF will perform a site visit with the City and Design Team to evaluate the constructability of the Civil design reflected in the 75% Construction Documents. If requested, BKF will revise the Civil drawings and/or specifications to address one set of minor comments related specifically to the design.

<u>Utility Potholing:</u> BKF will evaluate potential conflicts between the proposed storm drain and other utilities based on the record drawings and the topographic mapping provided by the City. BKF will prepare a Pothole Plan depicting potential conflicts between the new storm drain and existing utilities. We understand that, if required by the City, the City will use City forces or retain a general engineering contractor to verify horizontal and vertical locations of existing utilities. The City will then survey the exposed utility and provide updated topographic mapping depicting the location and elevation of the found utilities.

<u>CASp Review</u>: BKF will have our in-house CASp review our 75% Construction Drawings for conformance with the pedestrian accessibility standards contained in the 2010 Standards for State and Local Government Facilities: Title II (Federal Standards for Accessible Design). BKF will provide a mark-up of the drawings and/or a brief memorandum electronically in PDF.

#### **75% Submittals:**

- One (1) set of 75% Construction Documents in PDF
- ➤ One (1) set of 75% level Technical Specifications in PDF
- One (1) copy of the 75% level Engineer's Opinion of Probable Construction Cost in PDF
- One (1) Pothole Plan in PDF
- One (1) copy of the 75% CASp review in PDF
- Electronic copies of the aforementioned data in AutoCAD DWG and/or Microsoft formats

### 61.2.3 & 61.3.3 90% Submittal:

<u>90% Construction Drawings:</u> BKF will discuss review comments with the Team, incorporate them into the Construction Drawings, and perform an internal QA/QC Review before issuing a 90% progress set of Construction Drawings. It is anticipated that the 90% level plans will be incorporated into Callander's 90% level plans and provided to the City for subsequent review and comment.

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<u>Technical Specifications:</u> BKF will update the 75% level Technical Specifications to a 90% level by incorporating comments received following the 75% submittal.

<u>Engineer's Opinion of Probable Construction Cost:</u> BKF will provide a 90% level Opinion of Probable Construction Cost (Estimate) for improvements designed by BKF. The Opinion of Probable Construction Cost will not include all work required to build the development. Therefore, it is not intended to be relied upon exclusively for budgeting purposes. This document will be provided in PDF to Callander for City submittal.

<u>Stormwater LID Improvements:</u> BKF will refine the 75% LID calculations and stormwater measures and continue preparation of a Final Stormwater LID report. As a part of this task, BKF will continue working with Callander to incorporate effective LID measures which meet the goals of the LID technical design manual.

<u>Stormwater Hydrology and Hydraulics:</u> BKF will refine the Stormwater Hydrology and Hydraulics prepared during the 75% phase and continue preparation of Final Drainage Report.

Meetings and Project Coordination: We understand Callander will be coordinating efforts among the consultant Team. We do not anticipate the need to attend regularly scheduled meetings. However, BKF has included up to 12 hours of staff time for meetings with the consultant Team and City, to review meeting minutes prepared by Callander and to coordinate efforts internally at BKF while preparing the Civil Site Improvement drawings. If needed, BKF can attend other meetings on a Time and Materials basis as an additional service.

#### 90% Submittals:

- > One (1) set of 90% Construction Documents in PDF
- > One (1) set of 90% level Technical Specifications in PDF
- One (1) copy of the 90% level Engineer's Opinion of Probable Construction Cost in PDF
- > One (1) copy of the 90% Stormwater LID Report in PDF
- > Electronic copies of the aforementioned data in PDF, AutoCAD and/or Microsoft formats

#### 61.2.4 & 61.3.4 100% Submittal:

100% Construction Drawings: BKF will prepare 100% Construction Drawings, taking into consideration comments and recommendations provided to BKF following the review of the 90% Construction Drawings. BKF will discuss review comments with the Team, incorporate them into the Construction Drawings, and perform an internal QA/QC Review before issuing a 100% set of final drawings.

<u>Technical Specifications:</u> BKF will update the 90% level Technical Specifications to a 100% level by incorporating any remaining comments.

<u>Engineer's Opinion of Probable Construction Cost:</u> BKF will provide a final Opinion of Probable Construction Cost (Estimate) for improvements designed by BKF. The Opinion of Probable Construction Cost will not include all work required to build the development. Therefore, it is not intended to be relied upon exclusively for budgeting purposes. This document will be provided in PDF to Callander for City submittal.

<u>Stormwater LID Improvements:</u> BKF will refine the 90% LID calculations and stormwater measures and prepare of the Final Stormwater LID report. As a part of this task, BKF will continue working with Callander to incorporate effective LID measures which meet the goals of the LID technical design manual. BKF will provide a copy of the Final Stormwater LID plan electronically in PDF as an instrument of service.

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<u>Stormwater Hydrology and Hydraulics:</u> BKF will refine the Stormwater Hydrology and Hydraulics prepared during the 90% phase and prepare the Final Drainage Report.

Meetings and Project Coordination: We understand Callander will be coordinating efforts among the consultant Team. We do not anticipate the need to attend regularly scheduled meetings. However, BKF has included up to 12 hours of staff time for meetings with the consultant Team and City, to review meeting minutes prepared by Callander and to coordinate efforts internally at BKF while preparing the Civil Site Improvement drawings. If needed, BKF can attend other meetings on a Time and Materials basis as an additional service.

#### 100% (Final) Submittal:

- One (1) set of original signed and stamped reproducible Project Drawings in PDF
- One (1) set of original signed and stamped Project Specifications in PDF
- One (1) copy of the Final Engineer's Opinion of Probable Construction Cost in PDF
- > One (1) copy of the Final Stormwater LID Report in PDF
- One (1) copy of the Final Drainage Report in PDF
- One (1) electronic copy of the aforementioned data in AutoCAD and/or Microsoft formats
- One (1) Bid Set for City of Santa Rosa's Department of Transportation and Public Works review, including the aforementioned data

### Task 61.4: Qualified SWPPP Developer Services

Regulatory changes to the CGP became effective September 1, 2023 increasing QSD and Qualified SWPPP Practitioner (QSP) responsibilities for compliance. The following Tasks are from the 2022 CGP V.C.: Dischargers Responsibilities for Qualified SWPPP Developer Performance.

# **61.4.1 SWPPP/NOI Development**: BKF shall assist the LRP to submit permit registration documents including,

- a. Notice of Intent (NOI)
- b. Stormwater Pollution Prevention Plan (SWPPP)
- c. Site Maps & Civil Plans, including Erosion Control Sediment Plans (provided by owner)
- d. Site-specific Risk Analysis (Risk Level 1, 2 or 3)
- e. Preliminary or Approved Post-Construction Compliance Documentation (provided by owner):
- f. Total Maximum Daily Load (TMDL) Pollutant Assessment, excludes RUSLE2 modeling
- g. Annual Fee (Paid by owner)

**SWPPP/NOI Construction Support:** The QSD shall periodically revise the SWPPP to address potential problems identified by visual inspections, sampling data, comments from a QSP, or their own site observations. Completed SWPPP Training and QSD Delegate Logs will be added to the SWPPP and uploaded to SMARTS. If needed, the NOI will be updated to reflect changes in responsible parties and schedules. BKF's services will be performed on a time and materials basis and additional fees may be required if the level of services requested of BKF exceeds the number of hours budgeted in our proposed fee schedule.

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### **61.4.3 QSD Routine Site Visits:** BKF shall perform the following QSD inspections:

- Within 30 days of the start of construction
- Once between August and October, annually
- Once between January and March, annually

**61.4.4 QSD NAL Exceedance/Non-Compliance Inspections:** Additional QSD inspections or efforts related to NAL exceedance, non-compliance or as requested by the Water Boards are not included and will be performed on a time and materials basis.

# **Task 61.6: Bidding and Construction Administration**

#### **61.6.1 Bid Period:**

Review and Respond to Requests for Information (RFIs): During the Bid Phase, BKF has included up to **8 hours** of time to provide responses to bidders' inquiries and questions. All submittals and responses will be through Callander.

<u>Addenda Preparation:</u> BKF has included up to **14 hours** of staff time to help prepare bid addenda for the Civil Engineering aspects of the project.

#### **61.6.2 Construction Period:**

BKF has included limited construction-related services to assist Callander, the City, and their construction management personnel during the construction phase. BKF's services are limited to the 120 hours included under this Task in BKF's attached fee worksheet and to only providing support and observation services related to the site improvements designed by BKF.

BKF's construction support services may include or consist of the following:

<u>Site Meetings & Observation:</u> When requested, BKF will conduct site visits to observe the Civil improvements we designed for general conformance with the construction documents. BKF's services do not include reviewing or making observations for improvements we didn't design, material receipts, concrete mixture, material testing, slump testing, compaction testing, evaluating material handling on site or preparing record drawings. We have included time for up to 6 site visits.

Review & Respond to Requests for Information (RFIs): During the Construction Phase, BKF will respond to requests for information regarding the civil-related items designed by BKF. BKF has included up to **40 hours** for this task.

<u>Final Stormwater LID Letter:</u> The City may ask for a letter noting that the stormwater LID features were installed in substantial conformance with the Civil drawings. If requested, BKF will perform a site visit and prepare a letter. If the improvements installed are inconsistent with those reflected on the Civil drawings, then we will discuss this with Callander.

Addenda Preparation: BKF will prepare up to 2 Addenda to address minor project changes.

<u>Submittal Reviews:</u> BKF will review and respond to submittals for those items included in the civil scope of work. We have included up to **10 submittal reviews**.

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Pre-Final Punch List: BKF will conduct a pre-final walkthrough and help Callander develop a punch list of incomplete or deficient items we observe during our site walk. We have included 1 visit for the pre-final walkthrough.

Final Walkthrough: BKF will conduct a final walkthrough of the completed project. We will prepare a final report documenting completion of the pre-final walkthrough punch list items. We have included 1 visit for the final walkthrough.

#### II. Schedule

BKF is prepared to start providing these services immediately upon being formally authorized to proceed. We will coordinate our services with Callander and other project consultants in an effort to meet the schedules and milestones of the project.

#### III. Fees for Professional Services

BKF proposes to provide the above described services on a Time and Materials Basis and offers the fee worksheet, attached as Exhibit A, for budgetary purposes. Our services may require more time for certain subtasks than listed in each line of the fee worksheet. Therefore, we reserve the right to spend more time than may be budgeted for each subtask provided we don't exceed the total amount proposed for all of our services. BKF will provide monthly invoices with a brief description of the services provided during each billing period. Our invoices will identify the number of hours worked and associated hourly rate by professional category. The cost of materials and other reimbursable expenses, such as printing, reproduction and postage, will be identified as a separate line item on our monthly invoice. Mileage for personal vehicles, when used, will be billed at the standard IRS rate. Reimbursable expenses will be billed at cost plus 10% to help cover our costs to carry and process expenses.

BKF understands the City has requested that the fees for the utility realignment and the street improvements be separated. Therefore, we have separated the fees accordingly in the attached Exhibit A.

BKF was able to complete our services for the previous phase of the project for approximately \$17,000 less than the City budgeted. We understand the City would like for us to invoice against these remaining funds when performing the services in this proposal. Therefore, the amount being requested in the fee worksheet has been reduced commensurate with the remaining funds on our existing contract.

Although the services being proposed are based on our experience on similar projects, it is unrealistic for BKF to be able to predict all agency requests. Therefore, this proposal is not all-inclusive and additional services may be needed in connection with this project.

The fees for the above-described services will ultimately depend on the level of efforts needed to complete the scope of services. This may be influenced by the work of other consultants and City requests. The fees offered are based on our current understanding of the project and of the level of effort anticipated to complete documents summarized in this proposal.

The services described herein, as well as services outside of this scope, will only be performed if authorized by Callander. Fees for additional services (services not included in this proposal) will be billed on a Time and Materials basis in accordance with our rate schedule, unless otherwise agreed upon. These services can be terminated at any time with written direction from either Callander or BKF. If BKF is given direction from Callander to terminate services before our services are complete, then we will issue a final invoice proportional to the services we provided with our billing cycle following the date services are terminated.

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# IV. Assumptions and Limitations

At this time, BKF has specifically excluded the following items and/or services from this proposal:

- > Topographic Mapping, subsurface utility locating and/or title search services.
- Preparing legal descriptions or plats for easements or dedications.
- Providing Geotechnical Engineering, Structural Engineering, Architectural, Mechanical, Electrical, Plumbing or Landscape design services.
- > Traffic Engineering, including parking studies, signal and RRFB design, or traffic control plans.
- Designing dry utilities.
- Providing or supporting Environmental Consulting.
- > Designing water tanks, septic systems or wells, sizing pumps, providing water testing, and other utilities.
- > Performing earthwork analysis or preparing computerized grading models.
- > Paying agency fees, preparing applications, or directly coordinating with agencies.
- > Attending public hearings.
- Providing construction staking.
- Additional services not specifically described in this proposal.

# V. Acceptance

BKF is prepared to begin providing these services upon receiving an Amendment from Callander and your authorization to proceed. Once authorized, BKF will provide our services under the terms and conditions of our existing Standard Agreement with you dated September 9, 2022.

BKF will provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same locality under similar circumstances. Our services shall be limited to those expressly summarized in this proposal and we shall have no other obligations or responsibilities, unless otherwise agreed upon.

If you have questions or would like additional information regarding this proposal, please feel free to contact us. We appreciate your confidence in our staff and look forward to providing professional services for this development.

Respectfully,

**BKF Engineers** 

Andrew DeZurik Project Manager



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			BKF
		Subc	onsultant Fee
Phase	Description		\$'s
61.1	Project Management		
61.1.1	Coordination Meetings (7 total)	\$	3,750.00
	SUBTOTAL 61.1	\$	3,750.00
61.2	Construction Documents		
61.2.2	75% Submittal	\$	41,400.00
61.2.3	90% Submittal	\$	27,800.00
61.2.4	100% Submittal	\$	17,800.00
	61.2	\$	87,000.00
61.3	Construction Documents (Utility Modifications)		
61.3.1	40% Submittal	\$	19,250.00
61.3.2	75% Submittal	\$	10,350.00
61.3.3	90% Submittal	\$	6,950.00
61.3.4	100% Submittal	\$	4,450.00
	SUBTOTAL 3.0	\$	41,000.00
61.4	Qualified SWPPP Developer Services		
61.4.1	SWPPP/NOI Development	\$	5,000.00
61.4.2	SWPPP/NOI Construction Support	\$	2,000.00
61.4.3	QSD Routine Site Visits	\$	2,000.00
61.4.4	QSD NAL Exceedance/ Non-Compliance Inspections (T&M as needed)		
	61.2	\$	9,000.00
61.6	Bidding and Construction Administration		
61.6.1	Bid Period	\$	6,250.00
61.6.2	Construction Period	\$	28,500.00
	SUBTOTAL 4.0	\$	34,750.00

	BKF
61.1 Project Management	\$ 3,750.00
61.2 Construction Documents	\$ 87,000.00
61.3 Construction Documents (Utility Modifications)	\$ 41,000.00
61.4 Qualified SWPPP Developer Services	\$ 9,000.00
61.6 Bidding and Construction Administration	\$ 34,750.00
Remibursable Expenses	\$ 1,700.00
	\$ 177,200.00

**Project Schedule** Hopper Avenue Improvements April 26, 2024 Task # Task Name Duration Start Finish Predecessors 0 | N | D ♠ 06/03 Contract Amendment Approval 0 days Mon 06/03 Mon 06/03 61.2/3 Construction Documents (including Utility 140 days Mon 06/03 Fri 12/13 **Modifications**) 61.1.1 Monthly Meeting 1 day Mon 06/03 | Mon 06/03 | 1 61.2/3.1 40% Submittal Mon 06/03 Fri 06/28 20 days 5 Review Period 10 days Mon 07/01 Fri 07/12 61.1.1 Review Meeting Fri 07/12 5FF 1 day Fri 07/12 61.2/3.2 75% Submittal 30 days Mon 07/15 Fri 08/23 Monthly Meeting Mon 08/05 Mon 08/05 7SS+15 days 61.1.1 1 day 9 Review Period Mon 08/26 Fri 09/06 7 10 days 10 **Review Meeting** Fri 09/06 Fri 09/06 9FF 61.1.1 1 day 61.2/3.3 90% Submittal Mon 09/09 Fri 10/18 10 30 days 12 61.1.1 Monthly Meeting Mon 10/07 Mon 10/07 11SS+20 days 1 day 13 Review Period (includes Bldg. Division) 20 days Mon 10/21 Fri 11/15 11 Fri 11/15 14 61.1.1 Review Meeting 1 day Fri 11/15 13FF 15 61.2/3.4 100% Submittal 20 days Mon 11/18 Fri 12/13 14 16 Monthly Meeting Mon 12/02 Mon 12/02 15SS+10 days 61.1.1 1 day 17 61.4 **Qualified SWPPP Developer Services** 180 days Mon 10/21 Fri 06/27 18 61.4.1 **SWPPP** Development and Support 180 days Mon 10/21 Fri 06/27 11,25FF 19 61.5 **PG&E Service** 240 days Mon 06/03 Fri 05/02 20 PG&E New Service 12 mons Mon 06/03 Fri 05/02 61.5.1 Coordination/Application 21 61.6 **Bidding and Construction Administration** 200 days Mon 12/16 Fri 09/19 22 61.6.1 **Bid Period** 25 days Mon 12/16 Fri 01/17 15 23 Contract Award 15 days Mon 01/20 Fri 02/07 22 24 Mobilization 20 days Mon 02/10 Fri 03/07 23 25 Construction Period 61.6.2 4 mons Mon 03/10 Fri 06/27 24 26 Post-Construction Maintenance 3 mons Mon 06/30 Fri 09/19 25