

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002153
WITH BRELJE & RACE CONSULTING ENGINEERS**

This Third Amendment to Agreement number F002153, dated the 18th of June 2020 ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Brelje & Race Consulting Engineers, a California corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide engineering services to support the replacement of emergency generators and replacement or improvement of all substandard transfer switches at 18 various water pump stations and wastewater lift stations throughout the City of Santa Rosa.
- B. City and Consultant then amended the Agreement for Consultant to provide engineering services to evaluate larger generators capable of providing backup power if pump stations S-16 and S-17 were upgraded to provide increased flows.
- C. City and Consultant then amended the Agreement for Consultant to provide engineering and architectural services to design buildings at pump stations S-16 and S-17, to house the new, larger generators.
- D. City and Consultant now desire to amend the Agreement for Consultant to provide engineering services during construction including submittal reviews, responses to requests for information, attend weekly construction meetings and perform site visits.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A-1 through A-3 to the Agreement are supplemented by Exhibit A-4 to this Amendment.

2. Section 2. Compensation

Exhibit B-1 through B-3 to the Agreement are supplemented by Exhibit B-4 to this Amendment.

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by **\$473,200** 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 one million, two hundred fifty-six thousand, and no cents (\$1,256,000). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers **55772 (65%) and 70795 (35%).**"

3. Section 13. Time of Performance

The last sentence of Section 13 is amended 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 **March 29, 2024**.

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

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Brelje & Race Consulting
Engineers

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: David Y. Coleman
David Y. Coleman (Aug 16, 2022 11:11 PDT)

Print Name: David Y. Coleman

Title: Treasurer

By: Paul V Bartholow
Paul V Bartholow (Aug 19, 2022 11:34 PDT)

Print Name: Paul V. Bartholow

Title: President

City of Santa Rosa Business Tax Cert. No.

06507117

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Jessica Mullan
Jessica Mullan (Aug 24, 2022 15:02 PDT)
Office of the City Attorney

Attachment: Exhibit A-4 - Scope of Services
Exhibit B-4 – Cost Tabulation

BACKUP GENERATORS AT WATER AND WASTEWATER FACILITIES
CITY OF SANTA ROSA
SCOPE OF ENGINEERING SERVICES DURING CONSTRUCTION
CONTRACT AMENDMENT NO. 3

SCOPE OF SERVICES

The City has requested that bidding phase services and engineering services during construction be added to the engineering services scope. A detailed description of the additional scope items is presented in the following:

Task 13: Review Generator Submittals & Update Contract Documents

13.05 Process & Review Generator Submittals

- a. Process and review 18 generator submittals provided directly by the generator supplier (Peterson Power Systems) during the project design phase. Submittals will be reviewed for conformance with mechanical, structural, and electrical project requirements and stamped as necessary for pre-purchasing.

13.06 Update Contract Documents with Approved Equipment Data

- a. Update contract documents with approved generator submittals and incorporate submittals as references in the to the final contract documents.

Task 14: Engineering Services During Bidding

14.01 Attend Pre-Bid Meeting

14.02 Respond to Contractor Questions

14.03 Evaluate Bids

Task 15: Engineering Services During Construction

15.01 Administration of Consultant Services

- a. Provide contract administration including cost monitoring and preparation of monthly billing to the City.

15.02 Project Coordination & Correspondence

- a. Coordinate necessary design information and design modifications with others as directed by the City.
- b. Coordinate with City for operational changes or anticipated modifications to the system facilities associated with the Project.
- c. Assist City, Construction Manager, and Contractor with generator supplier and PG&E coordination.
- d. Periodically monitor construction progress thru review of daily inspection reports and photos prepared by others as requested by the City.
- e. Provide status updates on significant issues to the Construction Manager and the City that are brought to the attention of BRCE during construction. As requested, correspond with the City, Construction Manager and Inspector (provided by City)

to revolve evident construction defects that need to be addressed to comply with the contract document requirements and design intent.

15.03 Schedule Coordination, Progress Meetings & Site Visits

- a. Attend the preconstruction meeting including:
 - 1. Provide comment on the draft pre-construction meeting agenda prepared by the Construction Manager.
 - 2. Provide responses and clarification to questions at the conference as requested by the Construction Manager and review the Construction Manager's minutes from the meeting.
- b. Attend Construction Progress Meetings
 - 1. Attend weekly on-site progress meetings.
 - 2. Inform the City and Construction Manager of important or pending issues that affect the design or design intent.
- c. Additional Site Visits
 - 1. Attend additional site visits not occurring at the same time or location as a weekly progress meeting to confirm construction of critical elements are being constructed in accordance with the design intent.

15.04 Change Order & Claims Management

- a. Review claims as directed by the City.
- b. Review and comment on proposed change orders as directed by the City.

15.05 Submittal Reviews

- a. Review and comment on the submittal distribution list to be prepared, handled, and updated by the Construction Manager.
- b. Review construction submittals and other construction documents including:
 - 1. Material submittals
 - 2. Equipment submittals
 - 1) Generator submittals reviewed during the design phase as part of the pre-purchase are included in Task 12.
 - 3. Work plan and sequence of operations plan submittals

15.06 Requests for Information

- a. Review Requests for Information (RFIs) from the Contractor as directed by the City or Construction Manager.
- b. Comment and review responses to RFIs as directed by the City.

15.07 Coordination of Testing & Start-up

- a. Coordination with Construction Manager, City staff, and generator supplier for start-up of equipment at each site.
- b. Review and comment on final acceptance reports.

15.08 Contract Closeout

- a. Review record drawings prepared by the Construction Manager and provide comment.

Task 16: Engineering Services During Construction for New Generator Buildings at S-16 and S-17

16.05 Administration of Consultant Services

- a. Provide contract administration including cost monitoring and preparation of monthly billing to the City.

16.06 Project Coordination & Correspondence

- a. Coordinate necessary design information and design modifications related to the new generator buildings with others as directed by the City.
- b. Periodically monitor construction progress of the new generator buildings thru review of daily inspection reports and photos prepared by others as requested by the City.
- c. Provide status updates on significant issues related to the new generator buildings to the Construction Manager and the City that are brought to the attention of BRCE during construction. As requested, correspond with the City, Construction Manager and Inspector (provided by City) to revolve evident construction defects related to construction of the new generator buildings that need to be addressed to comply with the contract document requirements and design intent.

16.07 Site Visits Related to New Generator Building Construction

- a. Attend additional site visits not occurring at the same time or location as a weekly progress meeting to confirm new generator buildings are being constructed in accordance with the design intent.

16.08 Change Order & Claims Management

- a. Review and comment on proposed change orders directly associated with the new generator buildings as directed by the City.

16.09 Submittal Reviews

- a. Review material submittals related exclusively to the new generator buildings.

16.10 Requests for Information

- a. Review Requests for Information (RFIs) from the Contractor as directed by the City or Construction Manager that are directly associated with the new generator buildings.
- b. Comment and review responses to RFIs that are directly associated with the new generator buildings as directed by the City.

16.11 Contract Closeout

- a. Review record drawings of the new generator buildings prepared by the Construction Manager and provide comment.

ASSUMPTIONS AND LIMITATIONS

1. Assumptions and Limitations associated with original agreement and Amendments No. 1 and 2 still apply.
2. City will perform or contract, construction management, inspection, special inspections, and testing services with others. Brelje & Race can provide these services. Upon request an amendment proposal for these services can be provided for City consideration.
3. Construction contract duration is estimated to be 370 working days.
4. Contractor time on job site will be 320 working days total (approximately 68 weeks).
5. Up to two (2) addenda will be required during bidding.
6. Up to forty-five (45) equipment and material submittals in addition to the eighteen (18) generator submittals will be reviewed with a maximum of one (1) re-submittal each. Up to five (5) additional material submittals related exclusively to the new generator buildings will be reviewed with a maximum of one (1) re-submittal each.
7. Up to forty (40) RFIs will be reviewed and addressed including twenty (20) regarding electrical and instrumentation items. Up to five (5) additional RFIs related exclusively to the new generator buildings will be reviewed and addressed including two (2) regarding electrical and instrumentation items.
8. Attendance at up to thirty-four (34) of the weekly on-site progress meetings (half of the estimated total number of weekly meetings) will be made by the BRCE Engineering staff during construction.
9. Up to ten (10) site visits not occurring at the same time as a weekly on-site progress meeting will be made by BRCE Engineering staff, up to eight (8) site visits by the electrical subconsultant, and up to sixteen (16) site visits by the structural subconsultant during construction as needed. An additional two (2) site visits will be made by BRCE Engineering staff, up to one (1) site visit by the electrical subconsultant, and up to three (3) site visits by the structural subconsultant will be made to the S-16 and S-17 sites during construction of the new generator buildings.

ESTIMATED FEE

In accordance with the current Master Agreement for Professional Services with Brelje & Race Consulting Engineers for Engineering Services, the work described herein will be accomplished on a time and materials not-to-exceed basis. Attached is a tabulation of tasks, hours and fees that have been used to develop the budget for Amendment No. 3.

Based on the above parameters, we propose a total amendment budget allowance of \$473,200 which includes a 10% subconsultant markup and 10% contingency. An amount of \$49,000 of this total is related to engineering services during construction for the new generator buildings at S-16 and S-17. These services will be invoiced separately.

Please note that our hourly rates used to develop this fee are inclusive of all expenses. Unless dictated by the Client, Brelje & Race does not charge separately for expenses that are traditionally recouped from the Client as “reimbursable”, such as mileage, vehicles, surveying materials, copies of recorded documents, and in-house reproduction and computer equipment costs.

Fees associated with these services are presented on the attached tabulations of tasks, hours and fees that have been used to develop the budgets for the project amendment. Our current billing rates (as of March 1, 2022) are also attached.

Backup Generators - Engineering Services During Construction - Amendment No. 3

City of Santa Rosa

Exhibit B-4

TASK, WORK HOUR and COST TABULATION

June 11, 2022

TASK	SUB TASK	DESCRIPTION	WORKHOURS					
			Senior Principal	Managing Engineer	Engineer II	CAD Designer	A T.E.E.M Electrical Subconsultant (\$)	ZFA Structural Subconsultant (\$)
13 - Review Generator Submittals & Update Contract Documents	13.01	Process & Review Generator Submittals	4	24	16		\$9,800	\$8,000
	13.02	Update Contract Documents with Selected Generator Data	4	16	8	40	\$4,000	\$2,500
14 - Engineering Services During Bidding	14.01	Attend Pre-Bid Meeting	4	8	8			
	14.02	Respond to Contractor Questions	6	12	12		\$2,800	\$1,000
	14.03	Evaluate Bids	2	2	8			
15 - Engineering Services During Construction	15.01	Administration of Consultant Services	24					
	15.02	Project Coordination & Correspondence	16	48			\$5,500	\$2,400
	15.03	Schedule Coordination, Progress Meetings & Site Visits	24	160	68		\$15,400	\$6,800
	15.04	Change Order & Claims Management	8	24				
	15.05	Submittal Review	12	54	162		\$38,000	\$8,500
	15.06	Requests for Information	16	40	60	16	\$10,500	\$4,800
	15.07	Coordination of Testing & Start-up	16	72	36		\$12,000	\$3,500
	15.08	Contract Closeout	8	36	18	36	\$6,800	\$3,000
16 - Engineering Services During Construction for New Generator Buildings at S-16 and S-17	16.01	Administration of Consultant Services	4					
	16.02	Project Coordination & Correspondence	2	12			\$500	\$250
	16.03	Site Visits Related to New Generator Building Construction	4	20	10		\$3,500	\$2,750
	16.04	Change Order & Claims Management	2	8				
	16.05	Submittal Review	2	8	24		\$5,500	\$1,500
	16.06	Requests for Information	2	6	8	4	\$1,200	\$550
	16.08	Contract Closeout	1	4	4	2	\$950	\$450
Total Hours			161	554	442	98	N/A	N/A
Hourly Rate			\$240	\$210	\$185	\$145	N/A	N/A
Subtotal Cost			\$38,640	\$116,340	\$81,770	\$14,210	\$116,450	\$46,000
SUBTOTAL		\$413,410						
CONTINGENCY 10%		\$41,341						
REPRO & PLOT		\$2,200						
SUBCONSULTANT MARK-UP 10%		\$16,245						
TOTAL		\$473,200						

*Contingency funds will not be used without explicit direction from the City.

SERVICES RATE SCHEDULE EFFECTIVE MARCH 1, 2022

PROFESSIONAL SERVICES

Senior Principal	\$240.00/hour
Associate Principal	225.00/hour
Managing Engineer	210.00/hour
Senior Project Advisor	205.00/hour
Senior Engineer	200.00/hour
Engineer II	185.00/hour
Engineer I	175.00/hour
Engineering Technician	155.00/hour
Senior Planner	175.00/hour
Planner	150.00/hour
Senior Surveyor	180.00/hour
Surveyor	165.00/hour
Survey Technician	155.00/hour
CAD Supervisor	160.00/hour
CAD Designer	145.00/hour
CAD Technician	140.00/hour
Engineering Intern	130.00/hour
Construction Engineer	165.00/hour
Construction Technician 2	145.00/hour
Construction Technician 1	125.00/hour
Technical Writer	120.00/hour

EXPERT WITNESS & MEDIATION SERVICES \$600.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$200.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$280.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$350.00/hour

CLERICAL SERVICES \$90.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

June 13, 2022

Greg Dwyer
City of Santa Rosa
Public Works Department
69 Stony Circle
Santa Rosa, CA 95401

**Subject: C02256 Backup Generators at Water and Wastewater Facilities
Request for Contract Amendment No. 3 – Engineering Services During Construction
Project Work Order No. F002153
B&R File No. 4683.03**

Dear Greg,

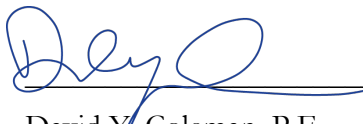
Brelje & Race is pleased to present this amendment proposal for your consideration for the subject project. The City has requested a proposal for engineering services during construction including a review of generator equipment submittals prior to construction to facilitate the City's prepurchase of the equipment. A portion of this proposal related to engineering services during construction for the new generator buildings at S-16 and S-17 is separated out so it can be tracked separately in case this work is not eligible for FEMA reimbursement. We are submitting this amendment request for your review and approval for the additional work indicated herein which is further detailed in the attached scope of services and task, work hour, and cost tabulation.

We request a total amendment budget be prepared in the amount of \$473,200 for Amendment No. 3. \$49,000 of this total is related to engineering services during construction for the new generator buildings at S-16 and S-17. A 10% subconsultant markup and 10% contingency fund for additional unanticipated extra work is included in the total budget recommended for this amendment request. We propose to accomplish the work described in this amendment on a time and materials not-to-exceed basis.

We appreciate the opportunity that you have given us to continue serving the City with design and engineering services for the Backup Generators at Water and Wastewater Facilities project. If you have any questions regarding the attached scope of services or the development of our fee budgets, please do not hesitate to give Ben Bryant or myself a call.

Very truly yours,

BRELJE & RACE



David Y. Coleman, P.E.
Senior Principal
(707) 636-3756

encs. *Engineering Services During Construction – Amendment No. 3 – Scope of Services*
Engineering Services During Construction – Amendment No. 3 – Task, Work Hour & Cost Tabulation
Current Services Rate Schedule

F002153 Brelje Race Amendment 3

Final Audit Report

2022-08-19

Created:	2022-08-16
By:	Joyce Brandvold (JBrandvold@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaXEaoVXn_oSLsmVKfAQpDclkmcp2JmAZ

"F002153 Brelje Race Amendment 3" History

-  Document created by Joyce Brandvold (JBrandvold@srcity.org)
2022-08-16 - 5:15:09 PM GMT
-  Document emailed to coleman@brce.com for signature
2022-08-16 - 5:15:57 PM GMT
-  Document emailed to bartholow@brce.com for signature
2022-08-16 - 5:15:57 PM GMT
-  Email viewed by coleman@brce.com
2022-08-16 - 6:10:04 PM GMT
-  Signer coleman@brce.com entered name at signing as David Y. Coleman
2022-08-16 - 6:11:16 PM GMT
-  Document e-signed by David Y. Coleman (coleman@brce.com)
Signature Date: 2022-08-16 - 6:11:17 PM GMT - Time Source: server
-  Email viewed by bartholow@brce.com
2022-08-19 - 6:34:07 PM GMT
-  Signer bartholow@brce.com entered name at signing as Paul V Bartholow
2022-08-19 - 6:34:48 PM GMT
-  Document e-signed by Paul V Bartholow (bartholow@brce.com)
Signature Date: 2022-08-19 - 6:34:49 PM GMT - Time Source: server
-  Agreement completed.
2022-08-19 - 6:34:49 PM GMT

F002153 Brelje Race Amendment 3

Final Audit Report

2022-08-24

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"F002153 Brelje Race Amendment 3" History

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 Email viewed by Jessica Mullan (jmullan@srcity.org)

2022-08-24 - 7:29:04 PM GMT

 Document e-signed by Jessica Mullan (jmullan@srcity.org)

Signature Date: 2022-08-24 - 10:02:06 PM GMT - Time Source: server

 Agreement completed.

2022-08-24 - 10:02:06 PM GMT