

**SEVENTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001375
WITH DAVID J. POWERS & ASSOCIATES, INC.**

This Seventh Amendment to Agreement number F001375, dated February 28, 2017, ("Agreement") is made as of this ____ day of _____ 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and David J. Powers & Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide comprehensive environmental review services including preparation of an initial study and a negative or mitigated negative declaration for Roseland Creek Community Park.
- B. City and Consultant entered into the First Amendment to the original Agreement dated December 15, 2017 for the purpose of extending the time of performance.
- C. City and Consultant entered into the Second Amendment to the original Agreement dated November 8, 2018 for the purpose of extending the time of performance.
- D. City and Consultant entered into the Third Amendment to the original Agreement dated March 3, 2020 for the purpose of extending the time of performance.
- E. City and Consultant entered into the Fourth Amendment to the original Agreement dated January 19, 2022 for the purpose of extending the time of performance.
- F. City and Consultant entered into the Fifth Amendment to the original Agreement dated May 19, 2022 for the purpose of extending the time of performance and increasing compensation.
- G. City and Consultant entered into the Sixth Agreement to the original Agreement dated June 4, 2024 for the purpose of extending the time of performance.
- H. City and Consultant now desire to further amend the Agreement for the purpose of adding to the Scope of Work and increasing compensation.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A and Exhibit A-1 to the Agreement are supplemented by Exhibit A-2 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$118,854 to read as follows:

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"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 three-hundred sixty-five thousand and two hundred twenty-four dollars and no cents (\$365,224). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09701."

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

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: David J. Powers & Associates, Inc.

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: _____

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

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: Akoni Daniels

ATTEST:

Title: President

By: _____

City Clerk

Print Name: Michael Lisenbee

Title: Secretary

City of Santa Rosa Business Tax Cert. No.:

9997048451

Attachment: Exhibit A-2—Scope of Services



November 5, 2024

Jen Santos
City of Santa Rosa, Recreation and Parks
55 Stony Point Road
Santa Rosa, CA 95401
Sent via email to: jsantos@srcity.org

RE: Roseland Creek Master Plan FEIR and Permitting Contract Amendment

Dear Jen,

As we've previously discussed, preparation of the Roseland Creek Community Park Master Plan Draft EIR required more effort than originally anticipated. Additionally, the project construction drawings are currently being drafted following certification of the EIR and approval of the Master Plan. David J. Powers & Associates, Inc. (DJP&A), is requesting an amendment to our existing contract to cover work on the Final EIR (FEIR) and completion of permitting work in support of the construction of the trail proposed between McMinn Avenue and Burbank Avenue. Each of these phases is discussed below.

Final EIR Preparation and Project Approval

At the time of the Draft EIR circulation in April 2024, (DJP&A had exhausted the contracted budget approved in May 2022. During public circulation of the Draft EIR, a total of 26 comment letters were received from the California Department of Fish & Wildlife (CDFW), Lytton Rancheria, and other local organizations and individuals. CDFW comments received on the Draft EIR related to the potential for biological resources to be present on the project site and required responses from the project biologists at WRA, Inc. At this time, we're requesting a contract amendment to provide budget for responses to the Draft EIR comments and completion of the Final EIR for the project. This amendment also includes time for DJP&A and WRA staff attendance at the City Council hearing for the project.

Permitting Phase

WRA, Inc. (WRA), as a subconsultant to DJP&A, will complete all required biological surveys and permitting documentation required for implementation of the proposed trail. DJP&A will provide overall coordination of the permitting services and implementation of mitigation measures required by the EIR.

WRA will complete the following required tasks and optional tasks, as needed, for implementation of the proposed trail:

- **Task 1, Plan Review** – WRA will review 65% construction drawings for consistency with EIR mitigation measures for biological resources and to determine permitting requirements.
- **Task 2, Preliminary Survey** – WRA will conduct a pre-construction survey of the site to inspect for burrows or other refugia that could support California tiger salamander (CTS) and prepare a results memo. If burrows or other refugia with potential to support CTS are detected and cannot be avoided, the project should consult with CDFW to determine if any additional measures, including an incidental take permit, may be required. During the site visit a WRA arborist will also assess whether the trail construction limit of disturbance has potential to encroach on heritage tree root zones as defined in the City’s Tree Ordinance, and if so, WRA will recommend tree protection measures during construction.
- **Task 3, CDFW ITP Application (Optional)** – If the results of the preconstruction survey indicate a reasonable expectation of CTS take, consultation with CDFW and an ITP application will be prepared.
- **Task 4, MMRP Pre-construction Surveys** – WRA will complete a nesting bird survey and a survey for potential CTS refugia within 7 days of the start of construction. The results of the surveys will be described in a simple memorandum and be provided to the City to document compliance with the MMRP.
- **Task 5, Additional Pre-construction Surveys (Optional)** – WRA will complete up to two follow-up site visits to confirm if actively nesting birds detected during previous surveys are still active. This task can also be used to support a second round of the surveys described in Task 4, if there is a delay in construction.
- **Task 6, Biological Monitoring** – WRA will provide biological monitoring support during initial ground disturbing activities. The monitor will provide written documentation of daily activities via a digital form and record any other activities or special status species sightings needed for compliance with the MMRP. Monitoring logs will be submitted to the City within 30 days of the conclusion of activities that require monitoring or as otherwise requested. This scope assumes up to five (5) days of monitoring are required for the project.
- **Task 7, Worker Environmental Awareness Program** – WRA will develop a worker environmental awareness program (WEAP) that will describe the special status species that may occur in and around the Project Area. The WEAP will be provided in video form and can be replayed as many times as needed by workers as they come onto the project.
- **Task 8, RWQCB Permitting (Optional)** – WRA will review the proposed trail alignment crossing of the man-made ditch along Burbank Avenue as part of Task 1. Surveys in 2022 determined the ditch was exempt from Clean Water Act regulation and State Wetland Definitions. In the event conditions within the ditch have changed and culvert replacement or upsizing is required, WRA will prepare a Waste Discharge Requirement (WDR) permit application for processing by the Regional Water Quality Control Board.

Assumptions

The following assumptions have been made in the preparation of this contract amendment, and are in addition to the assumptions made in our original scope:

- The City will provide the project design limit of grade, access and staging areas in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- The City will provide additional project information, including a detailed project description, schedule, construction methods, plans, stormwater management plans, etc. so that WRA can review for consistency with the EIR biological resources section and mitigation measures.
- The City assumes sole responsibility for potential take of endangered species in absence of consultation with CDFW/USFWS.
- The City is responsible for implementing all avoidance and minimization measures and mitigation measures for biological resources, including those outside of this scope.
- This scope of work does not include regulatory agency permitting which will be required for the future phase of the Project that includes pedestrian bridges/creek crossings.
- The daily rate for biological monitoring (Task 6) in 2025, is \$1,525. The daily rate will be applied for any day that the monitor is onsite for at least 4 hours and less than 10 hours. If the monitor is not required to be onsite for at least 4 hours, a half-day rate of \$920 will be applicable. At least 48 hours' notice is required to mobilize monitoring staff, though the WRA project manager will accommodate requests with less notice if possible. In the event more than five (5) days of monitoring are required, a change order will be needed to provide additional days, or the City may authorize additional budget in writing at their discretion.
- If an ITP is required, the permit process will last 6 to 12 months.

Cost

The requested budget amendment to our EIR agreement is for \$53,400. The additional cost of the permitting effort is \$65,454. A breakdown of the amendment costs are summarized below.

Cost Estimate	
<i>FEIR Phase</i>	
David J. Powers & Associates, Inc.	
<ul style="list-style-type: none"> • FEIR responses • Reimbursable expenses (travel, printing, etc.)* 	\$43,775 \$1,000
WRA, Inc.* – FEIR responses & hearing attendance	\$8,625
Subtotal	\$53,400
<i>Permitting Phase</i>	
David J. Powers & Associates, Inc.	
<ul style="list-style-type: none"> • Project oversight and meetings • <i>Permitting Coordination (Optional)</i> 	\$9,500 \$4,750
WRA, Inc.*	
<ul style="list-style-type: none"> • Task 1, Plan Review • Task 2, Preliminary Survey 	\$1,610 \$3,565

<ul style="list-style-type: none"> • Task 3, CDFW ITP Application (Optional) • Task 4, MMRP Pre-construction Surveys • Task 5, Additional Pre-construction Surveys (Optional) • Task 6, Biological Monitoring • Task 7, Worker Environmental Awareness Program • Task 8, RWQCB Permitting (Optional) 	<p style="text-align: right;">\$23,000</p> <p style="text-align: right;">\$3,105</p> <p style="text-align: right;">\$3,680</p> <p style="text-align: right;">\$7,619</p> <p style="text-align: right;">\$1,150</p> <p style="text-align: right;">\$7,475</p>
Subtotal (w/Optional Tasks)	\$65,454
Amendment Total	\$118,854
*Expenses, subconsultants, and materials costs include a 15% Administrative Fee	

The proposed amendment would increase our total EIR environmental review budget from \$99,410 to \$152,810. The additional permitting cost would bring the total EIR and permitting amendment cost to **\$218,264**. This contract amendment assumes, consistent with our existing contract, all work would be billed on a time and materials basis. This contract amendment provides an estimate of the cost for each task, however, costs may be moved between tasks within the overall budget, as needed. Work on optional tasks will not be initiated without prior written consent of the City. If we do not need all the time that has been budgeted, we will only charge for the time that we have actually spent completing the work.

If this contract amendment request is acceptable to the City, please provide authorization to proceed and a formal contract amendment for signature. Please feel free to contact me with any questions.

Sincerely,



Will Burns

Vice President

Direct: (510) 902-5851

Email: wburns@davidjpowers.com