

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002308
WITH BKF ENGINEERS**

This First Amendment to Agreement number F002308, dated April 27, 2021 ("Agreement") is made as of this _____ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and BKF Engineers, a California Corporation ("Consultant" or "Contractor").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to prepare final design Plans, Specifications, & Estimates (PS&E) and obtain right-of-way engineering services and construction support consistent with the project guidelines of Caltrans Capital Outlay.
- B. City and Consultant now desire to amend the Agreement for the purpose of authorizing certain Additional Work for the Project.

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

Exhibit B to the Agreement is supplemented by Exhibit B-1 to this Amendment. Section 2(e) is amended to increase the compensation payable to Consultant under the Agreement by \$973,850 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 four million, eight hundred and sixteen thousand, eight hundred and two dollars and no cents (\$4,816,802). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17381."

3. Time for Performance

The last sentence of Section 16 of the Agreement is amended as follows:

"Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City by April 30, 2025."

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: _____

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

____ Individual/Sole Proprietor

Print Name: _____

____ Partnership

Director, _____ Department

____ Corporation

Title: _____

____ Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

____ 06505296 _____

Attachment: Exhibit A-1 - Scope of Services (Authorized Additional Services)
Exhibit B-1 - Compensation

Exhibit A-1 Scope of Services

Section A. APPROVED ADDITIONAL WORK. City agrees to compensate Consultant for Additional Work performed between April 30, 2021 through the end of the Term of the Agreement (April 30, 2025) as set forth below for a total not-to-exceed amount of \$973,850.

- (1) The City will not provide Consultant with any additional compensation or authorize any Additional Work, including any work or services related to the bridge design considered, reviewed and approved by the City's Design Review Board on April 18, 2019, November 4, 2021 and December 1, 2022, beyond that set forth in this Exhibit A-1 through the end of the Term of the Agreement.
- (2) Consultant agrees to complete, in full, all Tasks, including Tasks 1-11 and Additional Work Tasks 12-17, subject to the not-to-exceed amount set forth in Section 2(e) of the Agreement.
- (3) All work and services covered in Exhibit A and Additional Work set forth in this Exhibit A-1 will be compensated in accordance with the rates set forth in Exhibit B-1, subject to the not-to-exceed amounts set forth in the Agreement.

Section B. ONGOING TASKS. Tasks 12-21 are ongoing for the Project, as set forth below. The Deliverables and Brief Descriptions of Work identified below are provided by way of example and not limitation. Consultant is responsible for providing all deliverables and completing all related work necessary to complete the identified task. In addition, the "Dates Work Performed" description is provided as an estimate and target, and deviation from the estimated dates provided does not entitle Consultant to additional compensation.

Task 12. **Change in Structure Complexity**
Not-to-exceed Amount: \$315,000
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Complete and final Caltrans approved design project.
Brief Description of Work: Any and all additional structural analysis required for the bridge considered, reviewed and approved by the City's Design Review Board.

Task 13. **Meetings**
Not-to-exceed Amount: \$115,000
Dates Work Performed: 2021 through PS&E completion.
Deliverables (if any): All documents necessary for meeting preparation and execution, including Agendas, Minutes, and schedule revisions
Brief Description of Work: Meetings include, but are not limited to the following:
(a) Coordination and Meetings with SRJC Student Housing Designers
(b) Public Meetings with SRJC Board Facilities Committee
(c) Design Modifications Related to SRJC Discussions
(d) Sonoma Broadband Coordination
(e) All additional Public Meetings requested, including governing board meetings and City committee meetings
(f) Coordination, Modeling, and Visualizations for the Truss Alternative

- (g) Technical and Progress Meetings
- (h) Briefing of New City and Caltrans Staff
- (i) Any additional meetings of any kind reasonably deemed necessary by the City to facilitate or complete remaining Project Tasks 1-11 and Additional Work Tasks 12-27, including, without limitation, Task 1 (Project Management/Project Coordination) and Task 11 (Design and Support Services During Bid). All prior limitations on the number of meetings set forth in Exhibit A do not apply for the remainder of the Term of the Agreement.

- Task 14. **Peer Review**
Not-to-exceed Amount: \$180,650
Dates Work Performed: June 2022 to date
Deliverables (if any): New subconsultant, Meetings and peer review reports to Caltrans
Brief Description of Work: All additional Independent Peer Review services required by Caltrans due to findings in January 2022 that the Project is defined as a “Complex Bridge.”
- Task 15. **Tuned Mass Damper (TMD) Work**
Not-to-exceed Amount: \$14,700
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Tuned Mass Damping system design
Brief Description of Work: Resulting from Task 3, design and engineering services to provide a tuned mass damper system to the project. This item supports the specialists design of the system.
- Task 16. **Wind and Vibration Redesign**
Not-to-exceed Amount: \$97,000
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Redesign and coordination meetings
Brief Description of Work: Related design team time to redesign due to Task 3 and 4. Work on this Task includes additional \$6,000 of supplemental wind tunnel analysis due to findings.
- Task 17. **Public Art**
Not-to-exceed Amount: \$6,500
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Design Criteria, allowable locations and any coordination requirements for the public art process.
Brief Description of Work: Provide all materials and information required for the project’s coordination with the Public Art process.
- Task 18. **ROW Cert Re-Work**
Not-to-exceed Amount: \$3,500
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Caltrans ROW Certification
Brief Description of Work: All additional work required to complete the ROW phase of work and paperwork with Caltrans.
- Task 19. **Caltrans Standards Update**
Not-to-exceed Amount: \$29,000

Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Approved final plans, specifications and estimate from Caltrans and City.
Brief Description of Work: All PS&E changes required to meet the Caltrans Standards (including all Plans and Specifications) effective at the time the Project is solicited by the City.

Task 20. **Buy America Changes**
Not-to-exceed Amount: \$35,400
Dates Work Performed: Ongoing through PS&E completion.
Deliverables (if any): Approved final plans, specifications and estimate from Caltrans and City.
Brief Description of Work: All work related to Buy America Build America changes to project PS&E phase of work.

Task 21. **Operations and Maintenance Manual for Bridge Structure**
Not-to-exceed Amount: \$65,500
Dates Work Performed: March 2024 – October 2024
Deliverables (if any): A comprehensive Operations and Maintenance Manual for Bridge Structure and pathway reviewed and approved by the City.
Brief Description of Work: Completion of an Operations and Maintenance Manual for Bridge Structure to be combined with the pathway maintenance manual and in alignment with the Caltrans Maintenance agreement to allow comprehensive planning of the future maintenance needs of the project.

Section C. COMPLETED TASKS. Tasks 22-27 are completed for the Project. No additional compensation for these tasks will be provided beyond that set forth below:

Task 22. **Wind and Vibration**
Not-to-exceed Amount: \$79,500
Dates Work Performed: Fall 2022
Deliverables (if any): Wind and Vibration additional studies
Brief Description of Work: Additional wind and vibration studies required by Caltrans.

Task 23. **Lighting**
Not-to-exceed Amount: \$4,300
Dates Work Performed: 2023
Deliverables (if any): Meetings and a presentation write-up
Brief Description of Work: Additional requirements from Caltrans to demonstrate bridge lighting.

Task 24. **Lightening Risk Analysis**
Not-to-exceed Amount: \$4,500
Dates Work Performed: 2023
Deliverables (if any): Risk analysis report
Brief Description of Work: Additional work to evaluate the bridge for lightening risk as required by Caltrans.

Task 25. **NPDES Permit**
Not-to-exceed Amount: \$2,500

Dates Work Performed: 2023

Deliverables (if any): Revised NPDES permit

Brief Description of Work: All work related to the new NPDES permit and analysis.

Task 26.

Independent Appraisals

Not-to-exceed Amount: \$6,300

Dates Work Performed: Early 2023

Deliverables (if any): Letter in response to the Independent Appraisal

Brief Description of Work: As requested by owner an additional independent appraisal for their consideration.

Task 27.

Grant Fund Applications

Not-to-exceed Amount: \$14,500

Dates Work Performed: Fall 2022

Deliverables (if any): Grant Funding Application

Brief Description of Work: All work required to support the City in pursuing the Safe Streets and Roads for All grant.

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE JANUARY 1, 2024

*April 9 for Exhibit A
Applicable to Exhibit A-1 work*

CLASSIFICATION

HOURLY RATE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager Senior Technical Manager	\$265.00
Project Manager Technical Manager	\$260.00
Engineering Manager Surveying Manager Planning Manager	\$239.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$222.00
Project Engineer Project Surveyor Project Planner	\$195.00
Design Engineer Staff Surveyor Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III, IV	\$162.00 - \$172.00 - \$189.00 - \$203.00
Drafter I, II, III, IV	\$127.00 - \$139.00 - \$150.00 - \$167.00
Engineering Assistant Surveying Assistant Planning Assistant	\$106.00
FIELD SURVEYING	
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
PROJECT ADMINISTRATION	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical Administrative Assistant	\$90.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



PROFESSIONAL SERVICES FOR ARCHITECTURE & ENGINEERING

*Effective April 9, 2024 for Exhibit A
Applicable to Exhibit A-1 work*

2024 RATE SCHEDULE¹

Principal	\$ 236
Project Manager Sr. Architectural Designer	\$ 157
Jr. Architectural Designer	\$ 125

Related services and reimbursable expenses:

Standard B/W Prints/Copies, In House	\$ 0.10-0.50 per page, depending on size
Standard Color Prints/Copies, In House	\$ 0.50-2.00 per page, depending on size
Poster Printing, In-House	\$ 25-85 per poster, depending on size
Postage	\$ At cost
Mileage	\$ At standard IRS mileage rate
Website Hosting	\$ 130 per year
Domain Hosting	\$ 25 per year
Survey Questionnaire Web Hosting	\$ 35 per month
Subconsultant Services	\$ 10% administrative markup

¹Hourly rates effective through December 31, 2024 and subject to escalation in January 2025.

Effective April 9, 2024 for
Exhibit A.

Applicable to Exhibit A-1 work

CHARGE RATE SCHEDULE

Senior Principal	\$330.00
Principal	\$290.00
Associate	\$275.00
Engineering Manager	\$235.00
Senior Engineer	\$210.00
Project Engineer	\$190.00
Staff Engineer	\$175.00
Assistant Engineer	\$160.00
Junior Engineer	\$145.00
Senior Computer Drafter	\$180.00
Computer Drafter	\$145.00
Junior Computer Drafter	\$130.00
BIM/Visualization Specialist	\$165.00
Project Administrator	\$190.00
Project Coordinator	\$155.00
Secretarial Administrative Services	\$125.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%

~~Charge Rates Applicable October 1, 2023 through September 30, 2024~~
~~Anticipated escalation is between 5% and 8% per year starting Oct 1, 2024~~