

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001986
WITH WALKER PARKING CONSULTANTS/ENGINEERS, INC.**

This First Amendment to Agreement number F001986, dated April 29, 2019 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Walker Parking Consultants/Engineers, Inc., a Michigan corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide construction document preparation and construction administration services for repairs to Garage 1 (521 7th Street), Garage 3 (735 5th Street), Garage 9 (97 D Street) and Garage 12 (555 1st Street)..
- B. City and Consultant now desire to amend the Agreement for the purpose of amending the Scope of Services and increasing compensation.

AMENDMENT

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

- 1. Section 1. Scope of Services

Exhibit B to the Agreement is replaced by Exhibit B-1 to this Amendment.

- 2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$28,530.00 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 one-hundred sixteen-thousand, five-hundred and thirty dollars and no cents (\$126,530.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers 45020, 45022, 45029, 45106."

- 3. Section 20. Counterparts and Electronic Signatures, is added to the Agreement to read as follows:

"Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit

this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.”

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: Walker Parking
Consultants/Engineers, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

9997022329

Attachment: Exhibit B-1 - Scope of Services

Amendment to Professional Services Agreement
Form approved by the City Attorney 8-8-14

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Chris Rogers

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk



February 11, 2019
April 12, 2021 (Updated)

Via email: knadeau@srcity.org

Ms. Kim Nadeau, CTA
Parking Manager - Finance Department
City of Santa Rosa
90 Santa Rosa Avenue
Santa Rosa, CA 95404

*Re: Proposal for Professional Services
Parking Structures –2019 Construction Documents
Santa Rosa, California*

Dear Kim,

Walker is pleased to provide this proposal for preparing construction documents, assisting with the bidding process, and providing construction observations and administration for the City of Santa Rosa parking structure repairs. The following outlines our project understanding, the proposed scope of services, and the associated fee.

PROJECT UNDERSTANDING

As you are aware, Walker provided a 10-Year Asset Management Plan (AMP) for all five (5) City of Santa Rosa parking structures in January 2018. The 2018 AMP for Garage 9 was based on full slab replacement of the top level of Garage 9 that was scheduled to be completed in 2018, but the work was deferred.

At the request of the City, Walker has revised the 10-Year Asset Management Plan (AMP) for the five (5) City garages including maintaining Garage 9 for the next 5-6 years and postponing the full slab replacement of Garage 9 to Year 2025 in the updated AMP.

The 2019 construction documents will be based on the 2019 revised scope recommendations in the updated AMP for Garages 1,3,9,12, and incorporate all recommended repairs in the revised AMP repair program.

The total budget for the 2019 repair program is approximately \$1,500,000 which includes Contractors General Conditions, a 10% Owners contingency and consulting and engineering fees.

SCOPE OF SERVICES

Based on the project understanding, we propose the following Scope of Services for the City of Santa Rosa parking structures 2019 repair project.

TASK 1- PRE-DESIGN SERVICES AND CONTRACT DOCUMENT PREPARATION

1. Conduct a field review of the structures to update the location and extent of required improvements to develop a comprehensive list of work items and quantities to be included in the bid documents. In the same visit, meet with Owner's representatives to confirm the program, budget and establish lines of communication.
2. Identify any special details that will affect construction cost and proper installation of specified materials.
3. Define boundary conditions and need for any special details that may be required.
4. Develop prioritized recommendations for capital improvements to meet current budgets and discuss options, and limitations of anticipated service life.
5. Prepare construction documents consisting of plans, details, and technical specifications for the repair of the parking structure.
 - a. The plans will provide the location and general extent of the repairs and a comprehensive work item list and related quantities.
 - b. The details will provide technical requirements and interface requirements with adjacent construction materials and systems.
 - c. The technical specifications will identify recommended materials, procedures, quality control, warranty and required inspections will be included for the specified work items.
6. Prepare one (1) set of plans, details and technical specifications for the recommended repair program for all of the structures for the 2019 work. Walker plans on the City of Santa Rosa providing the front-end Division 0 and 1 Specifications for insertion in the project manual. Walker will reference the City's Division 0 and 1 in the technical specifications, as required.
7. Prepare and submit 90% contract documents to the CLIENT for review and comment. Applicable comments will be incorporated in the final bid documents. The review documents will be sent via email in PDF format.
8. Prepare final documents and technical specifications in a single bid package for the City's use in bidding. Walker will provide two (2) signed and sealed hard copies of drawings and specifications for submittal to the building department, and one electronic copy of the documents in PDF format for the City's use in reproduction.
9. Assist the City of Santa Rosa with a pre-bid meeting to review the scope of work, and limitations outlined in the contract documents, and answer contractor questions regarding the technical aspects of the project.
10. Prepare addenda to the bid documents based on contractors' questions, if required.
11. Assist in the review and evaluation of bids and provide recommendations for award of a contract to the successful bidder.
12. Submit "Issued for Construction" documents incorporating any addendum or clarifications from the bidding process to Client and selected Contractor. Documents will be submitted in PDF format.

TASK 2 - CONTRACT ADMINISTRATION AND OBSERVATIONS

1. Review product and administrative submittals for conformance with the intent of the Contract Documents.
2. Perform observations at the job-site at various stages of construction to observe the progress and quality of the contractor's work. A total of ten (10) visits over a six (6) month construction season are included in our fee. If additional site visits are requested, those can be performed as an Additional Service.
3. Attend project progress meetings. These meetings will be convened in conjunction with scheduled observation trips discussed above.
4. Issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
5. Review Contractor payment requests and advise Owner accordingly.
6. Prepare a punch list of items requiring correction/completion near the end of the project. This will be conducted as one of the site visits indicated above.

TASK 3 – ADDITIONAL SERVICES– POST TENSIONED STRUCTURAL ELEMENTS INVESTIGATION AND REPAIR DESIGN - UPDATED 4-12-2021.

In connection to the ongoing parking garage restoration project at Garages 1, 3, 9 and 12 (Agreement Number F001986), the following sections of additional services aim to highlight our recent discussions regarding the existing post-tensioned (PT) structural elements at Garages 3 and 12, and to specifically supplement the scope of services listed under “Exhibit B, Task 2” with our current effort, recommended actions, and corresponding professional fees.

With regards to Garage 3, a PT related distress was discovered at one of the existing girders while the General Contractor was performing Work Item 21.2 (PT Grout Pocket Repair – Columns). This is an unforeseen condition and outside of “Task 2” per the agreement. Section 1 below provides further details.

With regards to Garage 12, Walker indicated that some level of PT system repair is needed during construction documents preparation. However, it was understood that the full extent of the investigation was to be deferred to the construction administration phase where the General Contractor can provide support for the invasive exploratory work. Following the initial invasive exploration of Work Item 21.12 on March 19, 2021, a broader evaluation was recommended due to the observations made from this initial exploratory work. Such level of required investigation effort was not part of the basic scope listed under “Task 2”. Section 2 below provides further details.

GARAGE 3, FIFTH LEVEL, PT GIRDER

In connection to RFI 08 and Walker’s email dated on March 25, 2021, from our experience with the case of missing wires in a strand at its tail (free end of the strand beyond anchor), such condition typically suggests that part of the in-situ anchoring system could potentially be compromised (corroded) due to water intrusion.

According to the available construction documents, the as-built conditions of this girder include 11 post-tensioned strands per design. Assuming 10 strands remain in-service and effective, that is roughly a 9% loss of

PT strength. With this amount of loss, it does not pose an immediate danger to structural stability and public safety, especially when the subject girder, and the adjacent girders, are not currently supporting any live load. However, Walker recommends a repair for the loss of PT strength before placing this girder/region back in service (including any potential snow load from the winter.)

With the magnitude of PT loss near 10%, which represents a lower bound range, we recommend the following scope of services for the remediation:

- 1) Perform a structural analysis and determine the magnitude of the impact along the girder span and design the repair accordingly.
- 2) Develop a set of restoration construction documents for this repair. Conceptually speaking, such repair can be accomplished by adding fiber-reinforced polymers wrap (FRP) at the bottom face of the girder and potentially some anchorage at the ends. This method is relatively economical and easy to perform.
- 3) Provide construction administration support, including up to three (3) site visits (surface preparation, installation, and testing), one round of one (1) submittal review and one (1) RFI.

We propose to provide the scope of services described above for an initial estimate of time-and-expense fee of Nine Thousand Two Hundred Dollars (**\$9,200**). All work will be billed and performed in accordance with Agreement Number F001986.

GARAGE 12, LEVEL SEVEN, PT SLABS

Upon reviewing the original construction documents and photos from the recent exploration, the source of grease stain observed from the slab crack appears to have been originated from a damaged PT sheathing at the unbonded PT strand. However, due to the direction of this PT strand, it is determined that it is part of the main slab reinforcement that spans from end to end of the garage in the longitudinal direction (east-west). Coupling between the observed cracks at top and underside of the slab, one concern is the potential occurrence of through-slab cracks. There are also PT strands running perpendicularly to the main slab PT reinforcement. It is possible that there is damage to the short direction PT as well, however, it is currently unconfirmed due to their positions in the slab which is difficult to access and observe.

Walker recommends the following scope of services to further investigate the potential issue of this PT slab. It is noted that some of the items have either been completed or in progress due to the observed conditions in the initial exploratory opening.

- 1) Perform document review of the original construction.
- 2) Conduct a site visit to map out the slab cracks and scan to locate existing PT strands (Level 7 – South Side).
- 3) Analyze field collected data and identify probe locations for further PT observations.
- 4) Conduct a site visit to observe the existing PT at probe locations.

It is difficult to predict the final remediation strategy of this ongoing investigation at this moment. Therefore, based on the evidence present upon the completion of Item 4, Walker will need to discuss with the City about further actions and/or remediation strategies. It is noted that this initial estimate includes up to and including Item 4 only. We propose to provide the scope of services described above for an initial estimate of time-and-expense fee of Nine Thousand Three Hundred and Thirty Dollars (**\$9,330**). All work will be billed and performed in accordance with Agreement Number F001986.

Based on Walker's call with the City on April 14, 2021, Walker's total fee for additional services (Task 3) shall include a contingency fee of Ten Thousand Dollar (\$10,000).

SCHEDULE

We can discuss scheduling the field survey of the parking structures after authorization to proceed. We are usually able to begin Task 1 within two (2) weeks of notice of authorization. Task 1 will be completed to 90% submitted for Owner review within six (6) weeks after the field evaluation work is completed. 100% Construction documents (Issued for Bid) will be completed within one (1) week of receiving the City's review comments and authorization to release documents.

Recommended restoration contractors will use the documents that are prepared for bidding purposes. The restoration repair work can then be started upon your authorization to the successful Contractor. The successful Contractor will then be the responsible party to complete the contract work as bid.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the Scope of Services. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable.

PROFESSIONAL FEE

We propose to perform the scope of services for a lump sum fee plus reimbursable expenses basis in accordance with the terms and conditions of the current City of Santa Rosa / Walker Consultants agreement. We understand a new contract will be issued for this scope of work.

ORIGINAL CONTRACT FEES

TASK		FEE	EXPENSE
1	Construction Documents 2019	\$57,500	1,500*
	Bidding Services 2019	\$1,500	100*
2	Construction Administration 2019	\$31,200	6,000*
TOTAL LUMP SUM FEE PROPOSED		\$90,200	\$7,600

**Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.*

ADDITIONAL SERVICE FEE

TASK		FEE	EXPENSE
3	Garage 3, Fifth level, PT girder	\$9,200	Included in fee **
	Garage 12, Level Seven, PT slabs	\$9,330	Included in fee**
	Contingency Fee***	\$10,000	
TOTAL HOURLY FEE PROPOSED		\$28,530	



** Hourly fee includes estimated expenses.

*** Based on Walker's call with the City on April 14, 2021, Walker's total fee for additional services (Task 3) shall include a contingency fee of Ten Thousand Dollar (\$10,000).

If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

Jimmy Lau, PE, SE, LEED AP
Senior Restoration Consultant

Ray Charbonneau
Restoration Consultant

Enclosures General Conditions of Agreement for Restoration Services

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF SANTA ROSA

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

SERVICES

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

CONSEQUENTIAL DAMAGES

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

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PRINCIPALS

Senior Principal	\$305.00
Principal	\$255.00

PROJECT MANAGEMENT

Senior Project Manager	\$245.00
Project Manager	\$210.00
Assistant Project Manager	\$170.00

CONSULTANTS

Senior Consultant	\$245.00
Consultant	\$210.00
Analyst / Planner	\$170.00

RESTORATION CONSULTANTS

Senior Restoration Consultant	\$245.00
Restoration Consultant	\$210.00
Assistant Restoration Consultant	\$175.00
Restoration Specialist	\$170.00

DESIGN

Senior Engineer / Senior Architect	\$205.00
Engineer / Architect	\$180.00
Designer	\$170.00

TECHNICAL

Senior Technician	\$155.00
Technician	\$140.00

SUPPORT

Senior Administrative Assistant / Business Manager	\$115.00
Administrative Assistant	\$95.00