

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

This Third Amendment to Agreement number F002308 dated April 27, 2021 ("Agreement") is made as of this _____ day of _____, 2026, by and between the City of Santa Rosa, a municipal corporation ("City"), and BKF Engineers ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide prepare final design Plas, Specifications, & Estaimtes (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, increasing compensation, and extending the time of performance.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A-2 to the Agreement is supplemented by Exhibit A-3 to this Amendment.

2. Section 2. Compensation

Exhibit B-1 to the Agreement is supplemented with Exhibit B-2 to this amendment. Section 2(e) is amended to increase the compensation payable to Consultant under the Agreement by \$600,000.00 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 five million, four hundred and seventy-seven thousand, eight hundread and two dollars and no cents (\$5,477,802). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17381."

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

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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: Mark Stapp

____ Partnership

Title: Mayor

X Corporation

APPROVED AS TO FORM:

____ Limited Liability Company

____ Other (please specify: _____)

Signatures of Authorized Persons:

Office of the City Attorney

By: _____

ATTEST:

Print Name: Scott Shork

Title: Chairman of the Board

City Clerk

By: _____

Print Name: Dan Schaefer

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

06505296

Attachment: Exhibit A-3 – Scope of Services and Compensation (Authorized Additional Services)
Exhibit B-2 – 2026 Rate Sheet

EXHIBIT A-1 SCOPE OF SERVICES

SCOPE OF SERVICES

The scope of services outlined below provides general guidance and the City's expectations for the Consultant's services, however, the Consultant shall develop a detailed scope of work based on their understanding of the project and past experiences with similar projects. The Consultant's services shall include the Engineering Services During Construction required to successfully complete the construction of the Route 101 Bicycle and Pedestrian Overcrossing project. All work performed by the Consultant shall be in accordance with professional standards and quality that prevail among professional construction managers in the region.

PROJECT DESCRIPTION

The following scope of work provides all the Engineering Services During Construction required to successfully complete the construction phase of the Route 101 Bicycle and Pedestrian Overcrossing project (Project). The Route 101 Bicycle and Pedestrian Bridge project proposes a bicycle and pedestrian bridge over US 101 between the College Avenue interchange and the Steele Lane interchange.

The design is in accordance with Federal, State and City standards. The design of the bikeways will be in conformance with: MUTCD Supplement, State of California Department of Transportation Highway Design Manual, Caltrans Standard Specifications and Standard Special Provisions, the Federal Americans with Disabilities Act (ADA), Rights-of-Way Preservation Guidelines, and City ordinances, standards, and other requirements.

TASK 31 ENGINEERING SERVICES DURING CONSTRUCTION

The City shall be the lead agency for the Project. However, the Consultant shall provide Engineering Services During Construction as described in this Scope of Services. Engineering Services During Construction activities will consist of resolving problems regarding the design, reviewing and responding to requests for information, submittals, and shop drawings, and providing signed as-built record plans. Within 4 business days the Consultant shall respond to project design questions, inquiries, correspondence, requests for information, submittals, shop drawings, and resolve any problems regarding the project design until the Notice of Completion is filed.

31.3 PROJECT DESIGN ERROR RESOLUTION

The Consultant shall assist the Construction Management and Inspection services Consultant in the review and resolution of project design errors that are discovered during the construction phase and until the Notice of Completion is filed. The Consultant shall complete their review and provide stamped and signed sketches, details and/or replacement plan sheets as needed to resolve the project design error (at no cost to the City) to the Construction Management and Inspection services Consultant within four (4) business days of receiving the project design error for review.

31.2 REQUESTS FOR INFORMATION (RFI's)

The Consultant shall assist the Construction Management and Inspection services Consultant in the review and response to RFI's the construction Contractor submits concerning the project during the construction phase and until the Notice of Completion is filed. The Consultant shall complete their review and provide responses to RFI's to the Construction Management and Inspection services Consultant within four (4) business days of receiving the RFI's for review.

31.3 SUBMITTALS

The Consultant shall assist the Construction Management and Inspection services Consultant in the review of submittals the construction Contractor submits concerning the project during the construction phase and until the Notice of Completion is filed. The Consultant shall complete their review and provide responses to submittals to the Construction Management and Inspection services Consultant within four (4) business days of receiving the submittal for review.

31.4 SHOP DRAWINGS

The Consultant shall assist the Construction Management and Inspection services Consultant in the review of shop drawings the construction Contractor submits concerning the project during the construction phase and until the Notice of Completion is filed. The Consultant shall complete their review and provide responses to shop drawings to the Construction Management and Inspection services Consultant within four (4) business days of receiving the submittal for review.

Section A. APPROVED ADDITIONAL WORK City agrees to compensate Consultant for Additional Work to be performed between January 27, 2026 and December 31, 2028 as set forth below at a total not-to-exceed amount of \$600,000. Such compensation is compensation in full for any and all Additional Work to be performed during the construction phase of the project.

- (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 1-30 and Additional Work Task 31, 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.

Task 31. Engineering Services During Construction

Time and Material Amount: \$600,000

Dates Work Performed: January 2026 to December 2028

Deliverables (if any): Responses to project design questions, inquiries, correspondence, RFI's, submittals, and shop drawings.

Brief Description of Work: The Design Services During Construction required to complete the construction phase of the project.

Exhibit B-2
BKF 2026 Rate Schedule

BKF Classification Description	Fully Burdened Rates	
	Low	High
Principal	\$ 354.42	\$ 524.17
Senior Project Executive	\$ 322.29	\$ 393.91
Project Executive	\$ 292.96	\$ 358.03
Senior Project/Technical Manager	\$ 266.24	\$ 325.43
Project/Technical Manager	\$ 242.09	\$ 295.89
Engineering Manager	\$ 220.11	\$ 269.04
Senior Project Engineer/Surveyor	\$ 200.07	\$ 244.50
Project Engineer/Surveyor	\$ 181.91	\$ 222.36
Design Engineer/Staff Surveyor	\$ 136.66	\$ 167.02
(Engineering) Technician IV	\$ 181.91	\$ 222.36
Engineering/Surveying Assistant	\$ 77.11	\$ 103.78
Survey Party Chief	\$ 211.42	\$ 211.42
Survey Chainperson	\$ 179.15	\$ 179.15
Apprentice I	\$ 107.50	\$ 107.50
Project Coordinator	\$ 136.66	\$ 167.02
Senior Project Assistant	\$ 124.30	\$ 151.90
Project Assistant	\$ 112.92	\$ 138.03

Notes

1. The rates shown are subject to periodic increases, including January 1st of each year.