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

This Fifth Amendment to Agreement number F002153, dated June 18, 2020 ("Agreement") is made as of this _____ day of _____, 2024, 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 then amended 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.
- E. City and Consultant then amended the Agreement for Consultant to provide extended engineering services during construction.
- F. City and Consultant now desire to amend the Agreement for Consultant to provide project close out related engineering services during construction.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A-1 through A-4 to the Agreement are supplemented by Exhibit A-5 to this Amendment.

2. Section 2. Compensation

Exhibit B-1 through B-4 to the Agreement are supplemented by Exhibit B-5 to this Amendment.

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by **\$49,860** 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, four hundred thousand, one hundred ten dollars and no cents (\$1,400,110). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers 55772 (65%) and 70795 (35%)."

CONSULTANT:	CITY OF SANTA ROSA a Municipal Corporation
Name of Firm: Brelje & Race Consulting Engineers	
TYPE OF BUSINESS ENTITY (check one):	By:
Individual/Sole Proprietor Partnership X Corporation	Print Name: Daniel J. Galvin III
Limited Liability Company Other (please specify:)	Title: Chair, Board of Public Utilities
Signatures of Authorized Persons: By: David Y. Coleman Bavid Y. Coleman (Sep 30, 2025 11.59.29 PDT)	APPROVED AS TO FORM:
Print Name: <u>David Y. Coleman</u>	Office of the City Attorney
Title: <u>Vice President</u>	Office of the Oity Attorney
By: Benjamin Bryant Benjamin Bryant (Sep 30, 2025 12:09:09 PDT)	
Print Name: Benjamin L. Bryant	
Title: <u>Treasurer</u>	
City of Santa Rosa Business Tax Cert. No.	
06507117	
Attachment: Exhibit A-5 - Scope of Services Exhibit B-5 - Cost Tabulation	

Exhibit A-5



July 17, 2025

Greg Dwyer City of Santa Rosa Capital Projects Engineering 69 Stony Circle Santa Rosa, CA 95401

Subject: C02256 Backup Generators at Water and Wastewater Facilities

Request for Contract Amendment No. 5 - Extended Engineering Services

During Construction

Project Work Order No. F002153

B&R File No. 4683.00

Dear Greg:

Amendment No. 4 to the subject project was prepared on November 11, 2024, and extended Engineering Services during Construction in light of an extended construction timeline. The scope of Engineering Services during Construction included in Amendment No. 4 was prepared with the assumption that construction would conclude by April 30, 2025. While construction is now nearing completion, it remains ongoing and is conservatively projected to continue to the end of September 2025. Completion of punch list items at all sites is not expected until the end of that month, with documentation and closeout activities likely extending toward the end of the year.

The not-to-exceed budget established under Amendment No. 4 has now been fully exhausted. To date, start-up, commissioning, engineering site inspections, and preliminary punch list development have been completed at seventeen of the eighteen generator sites, with the S-04 site remaining.

The following remaining tasks are anticipated and will require continued engineering support:

- Testing and commissioning of the aftermarket emissions system for the 750kW generator at the S-04 site.
- Installation of the load bank feed and associated breaker interlocks at the S-04 site.
- Final punch list inspection for the S-04 site once the work is substantially completed.
- Resolution of discrepancies between the mechanical and analog fuel level gauges at various sites.
- Detailed review of the redline Mylar as-built drawings prepared by the Construction Management and Inspection team. A preliminary review has identified numerous undocumented field changes. Additionally, Mylar hard copies of construction phase plan revisions still need to be produced.
- Preparation of plan revisions to document as-built conditions at the S-04 site.
- Coordination of TESCO interconnect drawings following final as-built documentation.
- Review and respond to any additional change orders as requested by the City or Construction Management team.

Given the extended construction timeline and the remaining scope of work, Brelje & Race respectfully requests a Project Work Order Amendment in the amount of \$49,860 (time and materials, not-to-exceed) to continue providing Engineering Services during Construction. This amount includes a 10%

Greg Dwyer July 17, 2025 Page 2 of 2

contingency in accordance with the City's standard practice. A copy of our current 2025 Services Rate Schedule is enclosed for reference.

We trust the City agrees that our continued involvement has been instrumental in maintaining project continuity and quality, and we look forward to supporting the successful completion of this important project.

Very truly yours,

BRELJE & RACE

Benjamin L. Bujamt
Benjamin Bryant, P.E.

Associate Principal

encs. Amendment No. 5 - Task, Work Hour & Cost Tabulation

2025 Services Rate Schedule



DROPERCIONAL CERVICES

SERVICES RATE SCHEDULE EFFECTIVE MARCH 1, 2025

PROFESSIONAL SERVICES	
Senior Principal	\$275.00/hour
Associate Principal	255.00/hour
Associate (Managing Engineer)	
Senior Project Advisor	
Senior Engineer	230.00/hour
Engineer II	
Engineer I	205.00/hour
Engineering Technician II	
Engineering Technician I	
Senior Planner	
Planner	
Senior Surveyor	
Surveyor	190.00/hour
Senior Survey Technician	180.00/hour
Survey Technician	160.00/hour
CAD Technician Supervisor	
CAD Designer	170.00/hour
CAD Technician	155.00/hour
Engineering Intern	
Construction Engineer	185.00/hour
Construction Technician II	170.00/hour
Construction Technician I	
Technical Writer	135.00/hour
EXPERT WITNESS & MEDIATION SERVICES	\$600.00/hour
FIELD SURVEYING	
One-man Party	\$315.00/hour
(Including Survey Equipment & Vehicle)	
, , , , , , , , , , , , , , , , , , , ,	\$270.00 /1
Two-man Party	\$370.00/hour
(Including Survey Equipment & Vehicle)	
Three-man Party	\$525.00/hour
(Including Survey Equipment & Vehicle)	
CLERICAL SERVICES	\$105.00/hour
OUTSIDE CONSULTANTS	Cost + 10% Handling Charge
OUTSIDE PLOTTING AND REPRODUCTION	Cost + 10% Handling Charge
IN-HOUSE PLOTTING	
	\$10.00/sheet
Vellum or Bond	25.00/sheet
Mylar	25.00/ SHEEt

<u>Note</u>

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.

Backup Generators - Extended Engineering Services During Construction - Amendment No. 5

Project Work Order No. F002153 City of Santa Rosa

TASK, WORKHOUR and COST TABULATION

July 17, 2025

		WORKHOURS					
TASK	Senior	Associate	Engineer II	CAD	A T.E.E.M Electrical	ZFA Structural	
	Principal	Principal		Designer	Subconsultant (\$)	Subconsultant (\$)	
18 - Extended Engineering Services During Construction	1 16	90	60	16	\$6,000		
Total I		90	60	16	N/A	N/A	
Hourly		\$255	\$230	\$170	N/A	· N/A	
Subtota				\$2,720		\$(
SUBTOTAL \$	13,870						
CONTINGENCY 10%	64,390 *						
REPRO & PLOT	1,000						
SUBCONSULTANT MARK-UP 10% ~	\$600						
TOTAL \$4	9,860						

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