

FIRST AMENDMENT TO CONSULTING AGREEMENT

This Amendment of the Consulting Agreement, entered into this 16th day of November 2016, between the City of Alameda, a municipal corporation ("City") and BKF Engineers., a California corporation, whose address is 1646 N. California Blvd., Suite 400, Walnut Creek, CA 94596, ("Consultant"), is made with reference to the following:

RECITALS:

A. On April 21, 2015, City and Consultant entered into an agreement (the "Agreement") by which Consultant would provide design services for the Cross Alameda Trail through Jean Sweeney Open Space Park.

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Section 1 ("Term") of the Agreement is modified to read as follows: "The term of this Agreement shall commence on 1st day of May 2015 and shall terminate on the 30th day of April 2019, unless terminated earlier as set forth herein."
2. Section 2 ("Services to be Performed") of the Agreement is modified to read as follows: "Consultant agrees to perform all necessary work at its own expense, to furnish all labor, tools, equipment, materials, except as otherwise specific, and to do all necessary work included in Exhibit A and in Exhibit A-1, both of which are attached hereto and incorporated herein by this reference. The Consultant agrees that the documents specific in the scope of work in Exhibit A and Exhibit A-1 will confirm to the satisfaction of City, and if applicable, the State and FHWA."
3. Section 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

First Paragraph: "Consultant shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit B in the amount not to exceed \$178,698 for the services described in Exhibit A and in the amount not to exceed \$50,000 for the services described Exhibit A-1 for a total not to exceed \$228,698. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Jean Sweeney Open Space Park Capital Improvement Project (CIP) fund."

Paragraph H: The total amount payable by City shall not exceed \$255,503, which includes:
 (1) the fixed fee and the reimbursable expenses (totaling \$178,698) in Exhibit A;
 (2) a 15% contingency in the amount of \$26,805; and
 (3) fees set forth in Exhibit A-1 (totaling \$50,000).
4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on next page

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON, D. C. 20250
OFFICE OF THE SECRETARY
DIVISION OF CROPS AND LIVESTOCK
WASHINGTON, D. C. 20250

TO: THE SECRETARY, U. S. DEPARTMENT OF AGRICULTURE
FROM: THE SECRETARY, U. S. DEPARTMENT OF AGRICULTURE

SUBJECT: [Illegible]

DATE: [Illegible]

RE: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

BKF Engineers

A California Corporation

By [Signature]
Title [Signature]

By [Signature]
Title Principal / VP

CITY OF ALAMEDA

A Municipal Corporation

By _____
Title _____

RECOMMENDED FOR APPROVAL:

By [Signature]
Title Recreation & Parks Director

APPROVED AS TO FORM:

City Attorney

By Michael H. Rouse
Title INTERIM ASSISTANT CITY Attorney

1. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of [] State of []

Notary Public in and for the State of []

My Commission Expires []

Notary Public in and for the State of []

My Commission Expires []

Witness my hand and seal this [] day of [] 20[]

Notary Public in and for the State of []

My Commission Expires []

Notary Public in and for the State of []

Witness my hand and seal this [] day of [] 20[]

Notary Public in and for the State of []

Alameda Cross Trail Work Plan

Task 1. Project Initiation/Ongoing Tasks

The BKF team will work closely with the City of Alameda staff to initiate the project through the following subtasks.

1.1. Project Kick-Off Meeting

BKF's team and the City staff will meet to review the scope of work, schedule, budget, and associated details to discuss any changes. This meeting will allow the team to gather pertinent documents, determine informational needs, site history, programmatic intent, potential funding, and construction budget and discuss expectations for the process.

The project schedule will be reviewed and dates will be established for meetings with the vested stakeholder interviews, agencies, inter-city departments, as well as milestone deliverables. It is recommended that staff from Traffic Operations, Maintenance, Electrical Services/AMP and other pertinent departments be invited to the meeting. These departments should be represented as part of the project sub-committee to ensure their concerns and needs are addressed from the outset of the project

Deliverables: Comments to Meeting Summary, Adjusted Finalized Scope, Project Schedule

1.2. Work Plan and Timeline Updates

BKF will work to update the City and team throughout the project with updates to the schedule, progress reports, and status updates.

Task 1 Deliverables: *Bi-weekly updated progress/status update report*

Task 2. Existing Conditions

In this phase, the BKF team will visit the site and review existing data for the project.

2.1. Field Review and Conditions Walk

a. Review Background Information

BKF's team will review existing data, record drawings and any previous studies provided by the City from the right of way corridor and the previous community engagement process for the trail visioning. In reviewing this data, the BKF team will consider the following issues relative to the project area:

- Adjacent properties
- Lifecycle costs
- Views and unique features
- Reuse of existing elements
- Community features and access
- Street crossings and access points

- Utility points of connection
- Safety
- Maintenance issues
- Drainage patterns and infrastructure
- Stakeholders
- Geotechnical and Soils Information

The City will provide pertinent data including City standards for details, construction documentation, available aerial photography, and right of way drawings. City staff will also provide information on the history of the site and the neighborhood including current items of concern.

b. Site Visit

BKF and PlaceWorks will visit the site with the project team and City staff. The goal of the site visit will be to ensure design issues and constraints are understood prior to preparing conceptual designs. Our team will be able to verify the constraints and discuss possible approaches with City staff while on site.

2.2 Base Mapping and Traffic Analysis

BKF's team will provide the base map and topography information. Additionally, Parikh will review available geology and geotechnical data to prepare a geotechnical recommendations letter based on prior studies. Kittelson will perform a traffic analysis to determine the existing conditions associated with potential modifications to Atlantic Avenue and the multi-modal influences to intersections.

2.3 Preliminary Hydraulic Analysis

BKF will analyze the stormwater hydrology and hydraulics (based on the City of Alameda criteria) to evaluate the need for stormwater systems and to determine our approach for treating urban runoff from the paved areas of the project. We anticipate that flow through planting will be utilized to capture and treat the stormwater according to the City and County C.3 requirements and provisions.

2.4 Existing Conditions Plan and Basis of Design Report

Based on the surveys, reports, and site visit, BKF will prepare an existing conditions plan identifying the site, boundary, utility, and traffic constraints associated with the trail alignment and location. Additionally, we will prepare a Basis of Design Report to document the conditions, requirements, code, hydrology, geotechnical, and other measures critical to the design.

Task 2 Deliverables: Existing Conditions Plan, Basis of Design Report including appendices for Geotechnical Recommendations, Hydrology

Task 3. Design Development and Stakeholder Input

3.1 Design Development

Our team will prepare design development plans/sections and visual simulations to illustrate alternative pathway layouts and details. The trail plan will illustrate pathway layout, circulation and site cross-connections identified, and four enlarged plans showing more detailed concepts and preliminary details for:

- Atlantic Avenue between Webster Street and Constitution Avenue,
- Webster Street connection to the RAMP trail connection,

- Constitution Avenue entry gateway, and
- Sherman Avenue gateway.

These plans will be submitted in draft form to the City for feedback prior to the first stakeholder meeting and will be schematic, providing opportunity for community feedback regarding the theme, layout and detailing of the placemaking elements. We have included two internal meetings with you to review these plans.

3.2 Stakeholder Input

We will utilize the Design Development plans along with illustrative color mockups and detail concept photographs from similar projects for the stakeholder presentation materials.

BKF and Placeworks will support your efforts in participating two stakeholder workshops that focus on the park and on the Webster to Constitution segment.

Task 3 Deliverables: *Design Development Drawings, and Stakeholder Presentation Materials*

Task 4. Project Finalization

In this task, the BKF team will prepare construction documents for public bid and construction.

4.1. 60% PS&E Submittal

The BKF team will prepare a 60% submittal set including plans, technical specifications and cost estimate, and submit the set for review. The City will provide a sample bid set of acceptable content to be used as a reference.

a. Design Plans

The construction document set will include:

- Layout plan showing site elements and furnishings
- Cross-sections showing design elements, widths, and sections
- Accessibility improvements at roadway crossings
- Drainage plan with stormwater calculations to meet C.3 and sustainability goals
- Supplemental Irrigation specifications
- Planting plan and planting details
- Traffic signal modifications
- Atlantic Avenue “Complete Street” modifications
- Construction details
- Water Efficient Ordinance Submittals and Calculations
- Bay Friendly Scorecard. PlaceWorks will use Bay Friendly guidelines and scorecard to confirm that the project meets the requirements throughout the duration of the project design. PlaceWorks will work with BKF to conduct a soils test and prepare a soil preparation spec to optimize tree/plant establishment without irrigation.

b. Technical Specifications (CSI Format)

BKF team will prepare detailed construction specifications using the CSI format. Each section will identify standards, materials, and execution criteria and will indicate measurement and payment. The draft specifications will be submitted with the construction drawings at the 60% submittal stage.

c. Engineer's Estimates

BKF will also produce detailed estimates for the construction of the project at the 60% stage. The format will include estimated quantities as appropriate for the City to prepare a bid form in the final bid proposal.

d. City Staff Meeting – 60% Review

Following an anticipated three week review period by City staff, BKF will meet with City staff to review comments on the 60% set and clarify any questions that may arise. Prior to this meeting, the City will provide BKF with one set of consolidated review comments.

4.2. Final PS&E Submittal

a. 95% PSE

After review of final comments from the City, BKF will incorporate comments and finalize the construction documents for the City. These will be developed into a Permit Package (~95% design level drawings).

b. Central Permit Office

BKF will work with the City to initiate the official Central Permit permitting process. We will also work with public utilities if work is needed to their facilities.

c. City Meeting(s) – Permit Review

BKF will work with the City to process the permit comments and 'holds' from City departments to address their comments and/or concerns.

d. Final Plans for Bid and Construction

BKF will finalize the plans and issue final signed plans and specifications for Bid along with an Engineer's Estimate to assist the City in bidding the project.

e. Record Drawings

Once the project construction is complete, BKF will transfer red-line as-built markup drawings from the Contractor into the Final Construction Plans and issue Record Drawings for the City's official archive files.

Task 4 Deliverables: 60% PS&E Submittal; 95% PS&E Submittal; Final PS&E for Construction; and Record Drawings.

Optional Task 5. Bidding and Construction Management

While not requested by the RFP, BKF and our team can assist the City with bidding, design assistance during construction, construction management, and project close-out services if requested. We can prepare a scope and fee for this effort once a scope is defined.

Exhibit A-1

Cross Alameda Trail Jean Sweeney Open Space Park May 5, 2016 Fee Matrix	BKF Engineers					Placeworks				TEE		Totals
	PM, Civil & Traffic Engineering					Community, Planning & Landscape				Electrical		
	Principal	Project Manager	Lead Engineer	Project Engineer	Design Engineer	Principal	Senior Associate	Associate	Project Landscape Designer	Principal	Project Engineer	
BASE SERVICES: CONSTRUCTION ADMINISTRATION SUPPORT AND AS BUILT CONSTRUCTION PLANS												
TASK: DESIGN SERVICES DURING CONSTRUCTION												
1 Pre Bid Meeting	2	4				3						
2 Bid Evaluation Assistance	1	2		8		4						
3 Pre-Construction Meeting		4				3		4				
4 Contractor Submittals Review		8			20	8		4	8		16	
5 Respond to Requests for Information		8			40	2		6				
6 Bay Friendly Rater Support								16				
7 Construction Site Meetings (maximum of 16 for BKF, 8 for Placeworks)	4	56				4		24			15	
8 Record Drawings	1	4			16	1		4	12			
Subtotal	8	86	0	8	76	25	0	58	20	0	31	312
Project Labor Hours	8	86	0	8	76	25	0	58	20	0	31	312
Labor Rate	\$184	\$157	\$157	\$138	\$120	\$190	\$160	\$135	\$85	\$210	\$130	
Project Labor Fee	\$ 25,198					\$ 14,280				\$ 4,030		\$ 43,508
Reimbursable Expenses												
Mileage												
Plotting and Reproductions	\$ 1,000					\$ 200						\$ 1,200
Irrigation Subconsultant (allowance)						\$ 3,000						\$ 3,000
Deliveries	\$ 500					\$ 300						\$ 800
Office Expenses	\$ 492					\$ 1,000						\$ 1,492
BASE TOTAL LABOR AND REIMBURSABLE EXPENSES	\$ 27,190					\$ 18,780				\$ 4,030		\$ 50,000

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EXHIBIT B
Cross Alameda Trail
Jean Sweeney Open Space Park
Fee Matrix, March 27, 2015

Cross Alameda Trail		BKE Engineers		Placemakers		TTE		Patrik		Construction Survey, Inc.		Kitchell & Associates													
Jean Sweeney Open Space Park		PM, Civil & Traffic Engineering		Community, Planning & Landscaping		Electrical		Geotechnical		Surveying		Transportation													
		Schaefer Principal / Project Manager	Swanson Lead Engineer	Traffic/Traffic Signal - Project Engineer	Design Engineer	Sutton Principal	Associate Landscape Arch	Project Landscape Arch	Landscape Design	Martin Principal	Fox Associate	Electrical Designer	CAD Tech	Project Manager	Project Soils Engineer	Staff Engineer	Field Engineer	Lab Tech	Draftsperson	Office	Field Crew	Principal Transportation Engineer	Associate Transportation Planner	Transportation Analyst	
Fee Matrix, March 27, 2015																									
BASE SERVICES:																									
TASK 1. PROJECT INITIATION AND ON-GOING TASKS																									
1.1 Project Initiation and Kickoff	2	4			4	6																			
1.2 Work Plan and Timeline Updates (project management)	16	16																							
Subtotal	18	20	0	0	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	
TASK 2. EXISTING CONDITIONS																									
2.1 Field Review and Conditions Walk																									
Review Background Information	2	4			2	4	2			1	2			1	8							8	40	40	
Site Visit		4			4	4	4	4	4		4														
2.2 Base Mapping and Reports	2	8			16					2	2			4	9	19	9	10	4	16					
2.3 Preliminary Hydraulic Analyses	1	2	8																						
2.4 Existing Conditions Plan	1	4		8	2	4	2	8		3	8	0	4	10	27	9	10	10	4	16	20	8	40	40	
Subtotal	6	22	8	28	9	16	4	16	0	8	0	0	4	10	27	9	10	10	4	16	20	8	40	108	
TASK 3. DESIGN DEVELOPMENT/STAKEHOLDER INPUT																									
3.1 Design Development	10	20		48	20	16	16	24																	
3.3 Stakeholder Input	4	6		8	4	4	4	16																	
Subtotal	14	26	0	56	24	16	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	196	
TASK 4. PROJECT FINALIZATION																									
4.1 Draft Construction Plans and Specifications	8	40	24	40	24	30	30	48	4	5	16	10									4	4	4		
4.2 Final Construction Plans and Specifications	10	40	40	72	19	30	30	40	4	4	14	8													
4.3 Record "As-Built" Construction Plans	1	6	8	24	1	4	4	16		2	2														
Subtotal	19	86	72	136	44	64	64	104	8	9	32	20	0	0	0	0	0	0	0	0	0	4	4	0	
Project Labor Hours	57	154	80	220	81	102	88	160	8	12	40	20	4	10	27	9	10	10	4	16	20	12	44	40	
Fringe Benefits																									
Overhead		117.2%				142.0%				120.0%															
Profit		10.0%				10.0%				15.0%															
Multiplier		3.062				3.322				2.530											3.41		3.42		
Base	\$85.00	\$48.00	\$46.00	\$38.50	\$59.00	\$38.00	\$25.00	\$21.00	\$98.00	\$57.00	\$46.00	\$41.50	\$91.22	\$46.03	\$30.60	\$42.90	\$31.10	\$34.02	\$38.00	\$66.00	\$64.84	\$49.22	\$31.71		
Labor Rate	\$260	\$147	\$141	\$118	\$229	\$126	\$83	\$70	\$248	\$144	\$116	\$105	\$251	\$127	\$84	\$118	\$86	\$94	\$130	\$225	\$222	\$168	\$108		
Project Labor Fee	\$																								
Reimbursable Expenses																									
Plotting and Reproductions				\$ 1,100				400																	
Irrigation Design								\$ 7,200																	
Aerial Survey																									
Field Work																									
Office Expenses				\$ 885				1,000																	
BASE TOTAL LABOR AND REIMBURSABLE EXPENSES	\$			76,668	\$			\$5,513	\$			10,469	\$						7,803	\$	10,774	\$		14,391	\$ 176,698