

**ORIGINAL****SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 17<sup>th</sup> day of JANUARY, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and BKF ENGINEERS, a California corporation, whose address is 1646 N. California Blvd., Suite 400, Walnut Creek, CA 94596, (the "Provider"), in reference to the following:

**RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: civil engineering and land surveying. This is a specialized, professional service provider agreement which does not require an RFP/RFQ process.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for civil engineering and land surveying, upon the terms and conditions herein.

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

**1. TERM:**

The term of this Agreement shall commence on the 17<sup>th</sup> day of JANUARY 2018, and shall terminate on the 31<sup>st</sup> day of DECEMBER 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in this Section 3. Extra work must be approved in writing

by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in this Section 3.

b. The total compensation for the work under this Agreement is not to exceed \$274,378.00.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance



premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

#### **17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Base Reuse and Transportation Planning  
2263 Santa Clara Ave., Room 130  
Alameda, CA 94501  
ATTENTION: Rochelle Wheeler  
Ph: (510) 747-7442 / Fax: (510) 522-7538

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

BKF Engineers  
1646 N. California Blvd., Suite 400  
Walnut Creek, CA 94596  
ATTENTION: Daniel Schaefer, Principal, VP  
Ph: (925) 940-2200

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees



regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.


**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

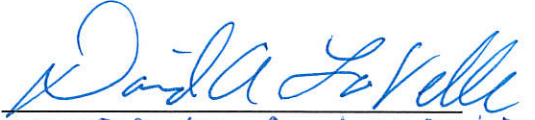
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

BKF ENGINEERS  
A California corporation


  
\_\_\_\_\_  
NAME DANIEL SCHAEFER  
TITLE PRINCIPAL / VP

CITY OF ALAMEDA  
A Municipal Corporation


  
\_\_\_\_\_  
Jill Keimach  
City Manager

  
\_\_\_\_\_  
NAME DAVID A. LAVELLE  
TITLE PRES / CEO

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Jennifer Ott  
Director of Base Reuse and Transportation  
Planning

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Janet Kern 1/8/18.  
City Attorney



BKF No. 2014-5190-13  
December 20, 2017

Rochelle Wheeler  
Transportation Planner  
City of Alameda  
2263 Santa Clara Ave., Room 130  
Alameda CA 94501  
*Transmitted Via Email*

**Subject: Finalizing Cross Alameda Trail RAMP and Atlantic Gap Plans,  
Civil Engineering and Landscape Architecture Proposal**

Dear Ms. Wheeler,

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the Ralph Appezato Memorial Parkway (RAMP) and Atlantic Gap trail project located in the City of Alameda, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, assumptions, and associated fee based on our understanding of the project.

**I. PROJECT UNDERSTANDING**

Based on your proposal request and information obtained from our meetings, our understanding of the project is as follows:

*The first task associated with this proposal will involve incorporating the City of Alameda's selected improvements to the Atlantic GAP. This proposal assumes that the Atlantic GAP 30% design documents will be incorporated into the RAMP Cross Alameda Trail plan set. This proposal also includes scope and fee for the project Landscape Architect, Placeworks, to revise their drawings, and for all City plan review comments to be incorporated and responded to, and to develop final project cost estimates.*

*BKF will modify the original design of the Main/RAMP intersection to match features developed for the Atlantic GAP intersections, and reflect the final design for the SE corner based on discussions with the neighboring property owner. All features on private property at this corner will be developed into a bid alternate for purposes of accounting.*

*In addition, the soils Remediation Action Workplan (RAW) was received after the 95% PSE submittal on the original RAMP plans. This proposal includes scope and fee for the incorporation of these items into the plans and specifications. Based on the comments from the City's environmental consultant, TetraTech, it has been determined that the trail design will need to be modified for the purpose of making this a fill project. A project that requires offhaul would result in significant costs for disposal of the impacted soil that currently exists at the site. The design in the 95% PSE set has the trail oriented adjacent to the southerly property line for a good portion of the trail length. Because this proximity drives the grading, the realignment of the trail is necessary. The original design parameters required that the trail maintain a minimum of 30 feet of clearance between the northern edge of the*



*trail and the southern curblineline of RAMP in anticipation of the forthcoming BRT lane. Based on the current design of the BRT it has been determined that 24 feet of clear space is sufficient to accommodate the future improvements. This additional area will greatly improve the ability of the designers to grade the site without the generation of offhaul. It is anticipated that areas outside of the trail improvements will be covered with a minimum of two feet of clean, imported fill or will be fenced off for the purpose of protecting the public from the impacted soils. Proposed bioretention areas will be completely excavated with the resulting cuts being buried under the pavement section.*

*This revised proposal also addresses the full scope required to modify the traffic signals as well as the addition of the mid-block crossing on Atlantic and possible re-design to incorporate full soil remediation, should this be needed.*

*Lastly, this proposal includes scope and fee for both BKF and Placeworks to provide Construction Support.*

## II. SCOPE OF SERVICES

### TASK 1: FINALIZE PLANS TO INCORPORATE ALL CHANGES INTO CAT RAMP AND ATLANTIC GAP PROJECT

1. **Coordination:** BKF will finish incorporating the selected design regarding GAP into the 95% PSE RAMP Cross Trail Bid Documents for final approval. In addition, the redesign of the Main/RAMP intersection previously studied will be incorporated into the RAMP plan set. This includes changes to the trail just east of the intersection. These improvements included the elimination of the half basketball court, and the addition of a larger plaza area near the entrance to the trail.
2. **Trail Re-Route on West Side of Project:** BKF will re-align the trail to move it north (closer to the road) along RAMP. BKF will adjust each drawing affected by the move (Horizontal, Grading, Utility, and Erosion Control Plans).
3. **Drawings:** Based on the approved site plan as developed by the architect, BKF will prepare the following documents:
  - Existing Conditions
  - Horizontal Layout and Striping Plan
  - Grading Plan
  - Utility Plan
  - Details
  - Erosion Control Plan
  - Landscape Plans (by Placeworks)
4. **Approvals:** There are currently City comments pending regarding the original 95% PSE submittal for CAT RAMP. However, an additional 95% PSE partial submittal with the new work for CAT Gap will be made prior to the 100% PSE in order to receive City comments regarding the new design. The final 100% PSE will respond to and incorporate comments from both the original and partial 95% PSE submittals. We have allocated fee for one formal resubmittal of work related to modifications of the intersections described within this task.



5. **Specifications:** BKF will prepare technical specifications in CSI format for elements included in our scope of work. All work within the Public Right of Way will be designed in accordance with City of Alameda Standards. The current specifications will be updated to match the format of the current Jean Sweeney Alameda Cross Trail.
6. **Cost Estimate:** BKF will prepare a revised estimate incorporating costs associated with the Atlantic Gap work and incorporation of the soils Remediation Action Workplan (discussed later in this proposal). In addition, BKF will incorporate fees from the recently bid Jean Sweeney Trail in order to more accurately represent current construction costs.
7. **Value Engineering:** BKF will make recommendations to bring the estimated bid price to meet the available project budget. This will include incorporating methods used in the JS Trail (elimination and reduction of bid items) as well as substitutions to provide savings.
8. **Supplemental Survey at Summer House Apartments:** Based on the fine grading that will be required for the pedestrian access at Summer House it is necessary to perform some topographic surveying on the apartment property.
9. **Meetings:** BKF will attend one (1) kickoff meeting and (1) coordination meeting between the 95% and 100% submittals for a total of two (2) meetings. Placeworks will attend two meetings with City staff during this phase.

## **TASK 2: INCORPORATE TETRATECH REMEDIATION RECOMMENDATIONS**

1. **Coordination:** The TetraTech remediation report and plan was still being prepared when the 95% PSE drawings were submitted. This Task is to incorporate the recommendations from the final approved plan into the 100% PSE plans and specifications.
2. **Drawings:** BKF will incorporate recommendations for impacted soil remediation into the PSE drawings.
3. **Specifications:** BKF will update the specifications with pertinent information from the TetraTech Report

## **TASK 3: PARKING LOT AT MAIN/RAMP RECONFIGURATION PLANS**

1. **Drawings:** We will finalize the following drawings and incorporate them into the plan set:
  - Existing Conditions
  - Repaving and Striping Plan
  - Grading Plan
  - Utility Plan
2. **Submittals:** BKF will provide a 50% submittal for internal review by the property owner and City staff. BKF will next provide a 95% submittal for the permitting. The first response to City comments will be considered the 100% submittal.

3. **Project Approval:** BKF will revise the drawings based on agency comments and re-submit for review. We have allocated fee for two (2) re-submittals.
4. **Stormwater Calculations:** Because this project is a reconfiguration that will disturb less than 5,000 square feet of existing impervious area, it is assumed there are no requirements to design stormwater quality features.
5. **Meetings:** BKF will attend two (2) coordination meetings during this task.
6. **Cost Estimate:** BKF will also prepare a cost estimate for the project at the 50% and 95% submittal levels.

#### **TASK 4: CONSTRUCTION SUPPORT FOR RAMP CROSS ALAMEDA TRAIL (INCLUDING GAP)**

1. **Pre-Bid Meeting:** BKF and Placeworks will attend a pre-bid meeting with potential bidders to discuss the project.
2. **Bid Evaluation Assistance:** BKF and Placeworks will review contractor bids for discrepancies and completeness.
3. **Pre-Construction Meeting:** BKF and Placeworks will attend a pre-construction meeting with City staff and the awarded contractor prior to mobilization to discuss the project.
4. **Submittal Review:** BKF will review and return submittals for those items included in the scope of work.
5. **Requests for Information:** BKF and/or Placeworks will respond in writing to written requests for information associated with civil design items.
6. **Construction Site Meetings:** BKF will attend a maximum of 16 meetings during the duration of the project while it is anticipated that Placeworks will be required to attend a maximum of 6 meetings.
7. **Record Drawings:** BKF will gather redline drawings from the contractor for the purpose of compiling a final set to the City as a Record Drawing.

### **III. SCOPE QUALIFICATIONS AND ASSUMPTIONS**

BKF Engineers' services are limited to those expressly set forth in the scope. BKF shall have no other obligations or responsibilities for the project except as provided in this proposal letter, or as agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

#### **1) Basis of Design and Site Information**

- a) **Land Surveying:** This civil engineering scope of work is based on the topographic and boundary survey provided by the City and supplemented by BKF sub-consultant "Construction Survey". Additional topographic survey is needed and detailed in the proposal above.



- b) **Title Report:** A title report for the property will be provided by the owner.
- c) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. BKF highly recommends that critical facilities be potholed during design or prior to construction.
- d) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- e) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- f) **Site Plan:** At the completion of the Design Development phase, the site plan is final and only minor alterations will be made. Any significant changes from the architect or owner may necessitate additional fees.

## 2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control and striping/signage for the parking areas and building locations if included in the scope. BKF will provide an Erosion & Sedimentation Control plan.
- b) **Site Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work. Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor. BKF's limit of utility design ends five feet outside the building envelope.
- c) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, and hardscape and landscape areas.
- d) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- e) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements will be coordinated, designed, and documented by others.
- f) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. BKF will support their efforts and coordinate with the site design. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.

- g) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- h) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- i) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the SD, DD, and CD estimates for general consistency with the plans and specifications.
- j) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.

### 3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the conditions of approval identified in the scope of work by BKF (if available). Any additional conditions of approval, or new conditions (if none are available with the base scope of work) will be considered additional work.
- c) **Off-Site Improvements:** Off-site improvements are limited to those described in the scope of work. If additional off-site improvements are subsequently required during the planning, entitlement process, or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope.

### 4) Meetings

- a) **Meetings:** Meetings will be held in the Bay Area and will have a maximum duration of **four (4)** hours including travel time.

### 5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be constructed in one phase and that construction phasing plan(s), or interim condition plans, will be provided by others unless otherwise indicated in the base scope of work.
- b) **Submittals:** All submittals to, and the coordination thereof, the consultant team and owner will be processed by others unless otherwise specifically indicated in the base scope of work.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others (i.e. a client representative). BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.



- e) **Building Information Modeling (BIM):** We have not included time to convert civil design or existing conditions AutoCAD files into BIM model files.

#### 6) Construction

- a) **QSD Services/Storm Water Pollution and Prevention Plan (SWPPP):** A SWPPP, the Notice of Intent, and Notice of Termination will be provided by others unless otherwise delineated in the scope of work. We can provide this service as an additional scope item at your request.
- b) **QSP Services:** We have not included site monitoring and reporting to conform to the State Water Resources Board requirements. We can provide the required additional services under the direction of one of our Qualified SWPPP Practitioners (QSP) if requested.
- c) **Traffic Control Plan and Construction Haul Route Plan:** These will be prepared and coordinated by the Contractor. We can provide this service as an additional scope item at your request.
- d) **Meetings:** We have not included attendance at regularly scheduled construction meetings as part of the scope of services.

## IV. OPTIONAL SERVICES

### OPTIONAL TASK 1: TRAFFIC SIGNAL MODIFICATIONS WEBSTER/RAMP

1. **Context:** It is likely that traffic signal poles will need to be relocated in order to implement the designs from Task 1 related to the Webster/Ramp intersection. This fee is provided as an allowance for design related to this work. In addition, it is anticipated that some modification to the signal phasing will be necessary to adequately address concerns that have been brought up by City staff, regarding a two way cycle track on one side of the two-way street.
2. **Scope:** BKF will provide drawings to modify the location of the signals poles that interfere with the proposed improvements. BKF will incorporate signal phasing into the design with the City providing timing for each phase.
3. **Submittals:** BKF will provide a 50% submittal for internal review by the project owner and City staff. BKF will next provide a 95% submittal for the permitting. The first response to City comments will be considered the 100% submittal.

### OPTIONAL TASK 2: TRAFFIC SIGNAL MODIFICATIONS ATLANTIC/CONSTITUTION

1. **Context:** It may be necessary to modify/relocate signals at the Constitution Intersection with Atlantic. The fee associated with these changes will cover relocation of signals and the addition of a protected left turn signal for both east and west bound traffic on Atlantic onto Constitution.
2. **Scope:** BKF will prepare drawings of the traffic signal according to City of Alameda Standards. It is anticipated that the City of Alameda will provide the programming information which will be used to properly coordinate the timing of the signalization. This information will be incorporated into the project plan set for approval. BKF will incorporate signal phasing into the design with the City providing timing for each phase.

3. **Submittals:** BKF will provide a 50% submittal for internal review by the project owner and City staff. BKF will next provide a 95% submittal for the permitting. The first response to City comments will be considered the 100% submittal.

#### OPTIONAL TASK 3: MID-BLOCK CROSSING DESIGN

1. **Context:** Based upon the concepts selected by the City, BKF will design a mid block crossing between Constitution and Webster on Atlantic.
2. **Scope:** BKF will prepare a drawings of the mid block crossing with a rectangular rapid flashing beacon (RRFB) system according to City of Alameda Standards. It is anticipated that the system will utilize solar power and will therefore not require an electrical service from Alameda Power.
3. **Submittals:** BKF will provide a 50% submittal for internal review by the project owner and City staff. BKF will next provide a 95% submittal for the permitting. The first response to City comments will be considered the 100% submittal.

#### OPTIONAL TASK 4: SIGNAL OPERATION COORDINATION

1. **Context:** Since the planning phase of the Atlantic Gap portion of the project did not address details of signal operation related to the two intersections, it is recommended BKF carry a time and materials budget to attend meetings and coordinate with City staff and traffic consultants.
2. **Scope:** BKF will attend meetings and conference calls as necessary to provide support to the signal design. It is anticipated that an additional presentation to the Traffic Commission may be necessary in order to finalize the design.
3. **Submittals:** BKF will prepare exhibits and memorandums as necessary to provide support for this task.

#### OPTIONAL TASK 5: FULL SITE REMEDIATION

1. **Context:** This optional task would be implemented if the City decided to conduct a full remediation of the site. A full remediation would include the burying of impacted materials below a paved area and the removal of materials that cannot remain in place for the site to be remediated. The two foot of soil cap proposed in task 1 would no longer be necessary and the trail would need to be lowered to an elevation that is consistent with the current existing conditions.
2. **Scope:** BKF would update the plans to reflect the lower grades, however, it is assumed no realignment of the trail would be necessary. Trail layout and project backgrounds would remain the same and the only adjustments necessary would be to the Grading and Utility plans. TetraTech would create a RAW showing site remediation that would be incorporated into the Demolition Plan.
3. **Drawings:** BKF will update the following documents:
  - Demolition Plan (updated with TetraTech RAW plan)
  - Grading Plan



- **Utility Plan**

4. **Submittals:** BKF will submit the plans to the City for a final review of the proposed changes.

#### OPTIONAL TASK 6: LIGHTING BID ALTERNATE

1. **Context:** It is understood that the City may be obtaining a grant for additional funding that will require the trail have lighting. This item will be incorporated as a bid alternate item that can be executed by the City at the time of bid award. BKF will hire a lighting designer to provide plans and specifications for the light installation as well assisting the City with a service application for submittal to Alameda Power.
2. **Scope:** The electrical consultant will prepare plans and specifications for inclusion into the plan set. This item will be a "bid alternate" outside of the base bid.
3. **Drawings:** The consultant will prepare the following drawings:
  - Notes
  - Outdoor Title 24
  - Site Electrical Plan (three sheets)
  - Electrical Details
4. **Submittals:** BKF will submit the plans to the City for a final review of the proposed changes.

#### V. SCHEDULE

We understand that the design phase will continue in January 2018 and is anticipated to be completed in May of 2018. Bidding for the entire project will be in the summer of 2018 and construction will begin in fall.

#### VI. COMPENSATION

1. **SCOPE OF WORK:** BKF proposes to provide the services on a time and materials basis. The below fees include costs associated with the Placeworks cost breakdown included at the end of this proposal. We will invoice for our services on a time and materials basis summarized as follows:

Task	Description	Fee
1	Update Plans for Atlantic Gap and Main St Inters.	\$ 85,323
2	Incorporate TetraTech Remediation Recommendations	\$ 7,392
3	Parking Lot Reconfiguration Plans	\$ 7,950
4	Construction Support	\$ 45,799
	Labor Fee	\$ 146,464
	Reimbursable Expenses	\$ 8,425
	Fee Subtotal	\$ 154,889
	10% Contingency	\$ 15,489
	<b>Total Fee</b>	<b>\$ 170,378</b>

- Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.
- Billing rates for Placeworks are guaranteed through June 2018. Billing rates will be subject to an increase of up to 6 percent on July 1, 2018.
- Our cost estimate includes meetings shown above. Additional meetings will be billed on a time and materials basis.

## 2. OPTIONAL SERVICES:

At your request, BKF can provide the following optional services on a time and materials not to exceed basis in accordance with the attached rate schedule.

Optional Task	Fee
Optional Task 1 – Traffic Signal Plan at Webster	\$25,000
Optional Task 2 – Traffic Signal Plan at Constitution	\$25,000
Optional Task 3 – Mid-Block Crossing Design	\$7,000
Optional Task 4 – Signal Operation Coordination (T&M)	\$15,000
Optional Task 5 – Full Site Remediation	\$17,500
Optional Task 6 – Lighting Bid Alternate	\$14,500

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 925.940.2206 if you have any questions regarding our scope of services.

Respectfully,  
**BKF Engineers**



Eric Swanson, PE  
Project Manager

CC: Dan Schaefer, PIC



**PROFESSIONAL PERSONNEL SERVICE FEES**  
JANUARY 1, 2018 - DECEMBER 31, 2018

**PERSONNEL**

**HOURLY RATES**

**ENGINEERING**

Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Engineer IV	\$182.00
Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Engineering Assistant	\$79.00
Junior Engineer	\$67.00

**PLANNING**

Planner I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$182.00
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**SURVEYING**

Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Surveyor I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$181.00
Survey Party Chief	\$169.00
Survey Chainman	\$109.00
Apprentice I, II, III, IV	\$67.00 - \$90.00 - \$99.00 - \$105.00
Instrumentman	\$145.00
Surveying Assistant	\$79.00
Junior Surveyor	\$67.00
Utility Locating Superintendent	\$170.00
Utility Locator I, II, III	\$88.00 - \$124.00 - \$149.00
BIM Specialist I, II, III	\$129.00 - \$148.00 - \$168.00

**DESIGN AND DRAFTING**

Technician I, II, III, IV	\$123.00 - \$131.00 - \$143.00 - \$155.00
Drafter I, II, III, IV	\$96.00 - \$106.00 - \$114.00 - \$127.00

**CONSTRUCTION ADMINISTRATION/QSP-QSD**

Senior Construction Administrator	\$191.00
Resident Engineer	\$142.00
Field Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Senior Consultant	\$221.00

**SERVICES AND EXPENSES**

Project Assistant	\$79.00
Clerical/Administrative Assistant	\$67.00
Delivery Services	\$35.00

Principals' time on projects is chargeable at \$237.00- \$260.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed 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; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. 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 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.

Cross Alameda Trail RAMP plus GAP Civil Fee  Revised 12/20/17		BKF Engineers			
		Principal	Project Manager/Associate	Project Engineer	Survey Crew
TASK 1.FINALIZE PLANS TO INCORPORATE ALL CHANGES INTO CAT RAMP AND ATLANTIC GAP PROJECT					
1.1 Coordination	0	8			
1.2 Trail Re-Design for Earthwork Optimization	0	8	20		
1.3 Drawings		4	40		
1.4 Approvals	1	12	80		
1.5 Specifications		1	8		
1.6 Cost Estimate		1	2		
1.7 Value Engineering		1	8		
1.8 Supplemental Survey at Summerhouse Apartments			1	4	
1.9 Meetings		6	6		
Subtotal	1	41	165	4	Task Total \$33,218
TASK 2. INCORPORATE TETRATECH REMEDIATION RECOMMENDATIONS					
2.1 Coordination		6			
2.2 Drawings		2	20		
2.3 Specifications		0	20		
Subtotal	0	8	40	0	Task Total \$7,392
TASK 3. PARKING LOT AT MAIN/RAMP RECONFIGURATION PLANS					
3.1 Drawings		2	4		
3.2 Submittals		4	4		
3.3 Project Approvals	1	16	12		
3.4 Meetings		4			
Subtotal	1	26	20	0	Task Total \$7,950
TASK 4. CONSTRUCTION SUPPORT FOR RAMP CROSS ALAMEDA TRAIL					
4.1 Pre-Bid Meeting	2	4			
4.2 Bid Evaluation Assistance	1	2	8	0	
4.3 Pre-Construction Meeting		4	0	0	
4.4 Contractor Submittals Review	1	8	28		
4.5 Respond to Requests for Information	0	0	40		
4.6 Construction Site Meetings (maximum of 16)		56			
4.7 Record Drawings		4	16		
Subtotal	4	78	92	0	Task Total \$28,792
Project Labor Hours	6	153	317	4	
Labor Rate	\$206	\$184	\$148	\$262	
Project Labor Fee	\$ 77,352				
Reimbursable Expenses					
Plotting and Reproductions					\$ 4,600
Rendering Sub Consultant					\$ 2,000
Office Expenses					\$ 1,700
Fee Subtotal					\$ 83,652
Contingency Fee (10%)					\$ 8,365
BASE TOTAL LABOR AND REIMB EXPENSES (Optional services excluded)		\$ 92,017			

# EXHIBIT A-1: SCOPE OF WORK AND COSTS

This exhibit describes the additional scope of services, products and meetings for the Cross Alameda Trail Plans at Ralph Appezato Memorial Parkway (CAT-RAMP) to be conducted by PlaceWorks for the City of Alameda, as a subconsultant to BKF Engineers (BKF). The CAT-RAMP project will now incorporate the Cross Alameda Trail Atlantic GAP (CAT-GAP) 30% design documents into the CAT-RAMP plan set. The new plan set will encompass the Cross Alameda Trail from Main Street to Constitution Way.

## SCOPE OF SERVICES

### *Task 6. UPDATE PLANS TO INCORPORATE ALL CHANGES INCLUDING ATLANTIC GAP AND MAIN/RAMP INTERSECTION CHANGES*

#### **6.1 City Staff Meeting**

PlaceWorks will attend a meeting with City staff and BKF to verify design goals for the revised plan areas, including the approach to planting, program for the western entry plaza at RAMP east of Main Street, and the proposed changes requested by the Webster Area Business Association (WABA).

This meeting will include a discussion of the preferred approach to irrigation. The City will verify whether the landscape areas will be irrigated and identify points of connection (POC) for irrigation at the plazas and along RAMP, if available.

#### **6.2 Revised Design Development**

PlaceWorks will work with BKF to refine the design of CAT-RAMP and CAT-GAP based on new input on layout and new understanding of soil conditions. PlaceWorks will revise the site design for the Webster Street Plaza and the Main Street Plaza. PlaceWorks will additionally revisit the planting plans and provide an updated planting and irrigation approach for CAT-RAMP and CAT-GAP, including all landscaped areas, rain gardens, and hydroseeded areas. The deliverables for this phase will include updated design development level site plans in AutoCAD format and cost estimates.

PlaceWorks assumes that BKF will review the overall trail layout to ensure user experience has been addressed, and that BKF will review the location of site fencing required by the TetraTech remediation report. With the exception of the Webster Street Plaza, BKF will provide PlaceWorks with an updated trail layout and grading plan prior to PlaceWorks revising their landscape plans. PlaceWorks will work in tandem with BKF to develop the layout and grading for the Webster Street Plaza. We assume that the trail layout plan will

include the alignment of the cycleway, pedestrian pathway, bioretention areas, and trail access points. We assume that the grading plan will extend to the edge of the property boundary and meet grades of adjacent properties and sidewalk.

#### 6.2.1 *Reconfigure Webster Street Plaza (southwest corner of Webster Street and RAMP)*

##### **Revised Webster Street Plaza Concept Plan**

Based on feedback and subsequent design direction from WABA and input from the City regarding future use of the adjacent vacant lot, PlaceWorks will develop a revised concept plan for the Webster Street Plaza that accommodates a future monument, incorporates any changes to the trail layout, and expands the plaza south to the property boundary and north to an area along RAMP that had previously been set aside for BRT.

During the design development phase PlaceWorks will coordinate with BKF on the grading and trail layout plans for the Webster Street Plaza to ensure that the plaza accommodates pedestrian travel within the plaza and from the adjacent sidewalks and future “trail-facing” business located south of the plaza.

#### 6.2.2 *Redesign Main Street Plaza (RAMP Avenue east of Main Street) and Parking Lot at Main/RAMP*

PlaceWorks will develop a concept plan for the Main Street Plaza that eliminates the half basketball court. Site programming will be developed based on feedback from the City during the meeting in Task 6.1 and updated trail alignment plans.

We assume that the plaza will not have irrigation but that the plan can use slow-release watering products and/or that the construction contract will include an establishment period when the plants are to be watered by hand.

#### 6.2.3 *CAT-RAMP and CAT-GAP Planting, Irrigation, and Fencing*

PlaceWorks will develop a design-development-level planting plan for the new planting areas associated with the updated trail layout for CAT-RAMP and the sections of CAT-GAP. PlaceWorks will review the TetraTech remediation report and plan and coordinate planting parameters and soil capping with BKF.

For this submittal, PlaceWorks will present a planting plan and preliminary cost estimate, building upon the previously developed plans.

Brookwater, working as a subconsultant to PlaceWorks, will review existing irrigation systems along the trail where connection may be feasible to provide irrigation to CAT. PlaceWorks assumes that the City will contact existing owners and/or agencies with water meters along CAT to provide access to existing irrigation networks where possible.

PlaceWorks will investigate alternatives to utilizing chainlink fence and submit up to two alternatives, including images and cost estimates.



#### 6.2.4 City Staff Meeting

PlaceWorks will attend a meeting with City staff and BKF to review design development drawings and ensure project consistency prior to developing new construction documents.

### 6.3 CONSTRUCTION DOCUMENTS PS&E (PLANS, SPECIFICATIONS AND ESTIMATE)

#### 6.3.1 REVISED 95% PSE

Based upon direction received at the staff meeting, PlaceWorks will assist BKF in the development of the 95% PSE partial submittal that will include:

##### Plans

PlaceWorks will prepare the following sheets for the 95% PSE partial submittal:

- Site layout plans for Webster Street and Main Street Plazas. Dimensions will be minimum and limited to information that conveys overall layout of site features and setbacks.
- Updated site details and locations for trail furniture improvements.
- Planting plans and details.
- Irrigation plans and details.

##### Cost Estimate

The PlaceWorks team will provide BKF with updated costs for the 95% cost estimate for proposed improvements. The cost estimate will be prepared using a unit price bid item format.

##### Technical Specifications

PlaceWorks will update the technical specification sections for the landscape improvements.

#### 6.3.2 100% PSE

Based upon direction from the City, PlaceWorks will update the 95% PSE to 100% responding to comments on both the original and partial 95% PSE submittals.

### Task 7. CONSTRUCTION SUPPORT FOR CROSS ALAMEDA TRAIL

PlaceWorks is available to assist with construction administration as needed. PlaceWorks will assist BKF and the City throughout the bid process and construction, including the following subtasks. We have listed our assumptions for these tasks below and in the cost table. Additional hours, if required, can be arranged on a time-and-materials basis.

#### 7.1 Pre-Bid Meeting and Assistance

To assist during the bid process, PlaceWorks will:

- Attend one pre-bid meeting to assist City staff in answering contractor questions, prior to the submittal of the bids.

- Prepare technical information or changes to include in addenda being prepared by BKF/the City.
- Respond to requests for information.

## 7.2 Bid Evaluation Assistance

PlaceWorks will assist in reviewing the bids and attend one meeting, if required.

## 7.3 Construction Administration

PlaceWorks will provide technical assistance including:

- Pre-Construction Meeting
- Contractor Submittals Review
- Construction Site Meetings – up to six site meetings, including a pre and final site visit punch list walk-through.
- Request for Information Response and Review - as needed, we will provide sketches, revised plans and/or memos to clarify questions raised in the field. These documents will be dated and numbered sequentially for accuracy and clarity.

## 7.4 As-Built Construction Documents

The PlaceWorks team will assist BKF with development of as-built drawings to complete the project.

# COSTS

As shown on Table 1, attached, we propose to complete the scope as outlined above for a not-to-exceed fee of \$69,237 including expenses.

PlaceWorks will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.

This scope of work and cost estimate assumes that:

- Billing rates for this Contract Modification are guaranteed through June 2018. Billing rates would be subject to an increase of up to 6 percent on July 1, 2018, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after July 1, 2018.
- Our cost estimate includes the meetings shown, above. Additional meetings would be billed on a time-and-materials basis.
- All products will be submitted to BKF in electronic (PDF) format, except for printed copies that are specifically identified in the scope of work. This is an allowance only, based on the numbers of products and copies shown in the scope. If this allowance is exceeded, additional printing costs will be billed at PlaceWorks actual cost.

### Cross Alameda Trail at the Ralph Appezato Memorial Parkway

Task 1		PLACEWORKS				SUBCONSULTANTS			10% Subconsultant Markup			
		Birkeland	Greenberg	Jones	Koehler							
		Associate Principal \$215	Senior Associate \$165	Project Manager/ Associate \$135	Project Landscape Designer \$110							
Hourly Rate:					PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Service Area				
TASK 6. UPDATE PLANS												
1	City Staff Meeting	4		8		12	\$39	\$1,979	0	\$0	\$0	\$1,979
2	Revised Design Development	30	6	62	44	142	\$413	\$21,063	500	\$50	\$550	\$21,613
3	Construction Documents PS&E	16	20	60	80	176	\$473	\$24,113	4,000	\$400	\$4,400	\$28,513
Task A. Subtotal		50	26	130	124	330	\$925	\$47,155	\$4,500	\$450	\$4,950	\$52,105
TASK 7. CONSTRUCTION SUPPORT												
1	Pre-Bid Meeting and Assistance	3				3	\$13	\$658	0	\$0	\$0	\$658
2	Bid Evaluation Assistance	4				4	\$17	\$877	0	\$0	\$0	\$877
3	Construction Administration	16	10	40		66	\$210	\$10,700	1,000	\$100	\$1,100	\$11,800
4	As-Built Construction Documents	2	2	8	16	28	\$72	\$3,672	0	\$0	\$0	\$3,672
Task B. Subtotal		25	12	48	16	101	\$312	\$15,907	\$1,000	\$100	\$1,100	\$17,007
Labor Hours Total		75	38	178	140	431						
Labor Dollars Total		\$16,125	\$6,270	\$24,030	\$15,400		\$1,237	\$63,062	\$5,500		\$6,050	\$69,112
PlaceWorks Percent of Total Labor		17%	9%	41%	32%							
EXPENSES												
PlaceWorks Reimbursable Expenses											\$125	
Subconsultants' Reimbursable Expenses											\$0	
EXPENSES TOTAL											\$125	
GRAND TOTAL												\$69,237