

**CONTRACT #C21-58  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF ALBANY  
AND  
BKF ENGINEERS**

**FOR PROJECT:  
SAN PABLO AVENUE PEDESTRIAN IMPROVEMENTS PHASE ONE**

**AMENDMENT OF AGREEMENT No. 2**

This AMENDMENT OF AGREEMENT FOR CONSULTANT SERVICES is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the City of Albany a California charter city ("CITY") and BKF Engineers, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein Contract #C21-58, the parties agree as follows:

Per request by the CITY, Contract #C21-58 shall be modified as follows: construction support during advertisement, bid, and construction. This AMENDMENT OF AGREEMENT shall be made part of the original AGREEMENT, Contract #C21-58. Original Contract was for the period of six months and is extended by this Amendment until December 31, 2024.

Compensation for the AMENDMENT OF AGREEMENT shall be in the amount not to exceed \$62,800.00, as set forth in the attached AMEDMENT TO AGREEMENT SCOPE OF WORK. (Increase Original Contract of \$69,060.00 to \$131,860.00).

All work shall continue to be in compliance with Contract #C21-58, and in accordance with the approved Scope of Work, including any agreed upon modifications or extensions to the Scope of Work.

**IN WITNESS WHEREOF**, the parties hereto have caused this AMENDMENT OF AGREEMENT to Contract #C21-58 to be executed the day and year first above written.

**CITY OF ALBANY:**

By \_\_\_\_\_  
Nicole Almaguer,  
City Manager

**CONSULTANT:**

By \_\_\_\_\_  
(Authorized Officer)

Attest \_\_\_\_\_  
City Clerk

Attachments: BKF Proposal, dated October 2, 2022

October 2, 2023  
BKF No.: 20212035-p3

Mark Hurley  
Public Works Director / City Engineer  
City of Albany Public Works  
1000 San Pablo Avenue  
Albany, CA 94706  
Transmitted Via Email: [MHurley@albanyca.org](mailto:MHurley@albanyca.org)

**Subject: San Pablo Avenue Pedestrian Safety Improvements – Phase 1  
PS&E Revisions & Engineering Services During Construction (ESDC) Proposal**

Dear Mr. Hurley:

BKF Engineers welcomes the opportunity to submit this proposal for Engineering Services During Construction (ESDC) associated with the San Pablo Avenue Pedestrian Safety Improvements project located within the City of Albany, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

## **I. PROJECT UNDERSTANDING**

Based on the plans, specifications and estimate prepared by BKF Engineers, titled "San Pablo Avenue – Pedestrian Safety Improvements", dated September 9, 2022 (Contract No.: 21-58).

## **II. SCOPE OF SERVICES**

### **TASK 1: PLANS, SPECIFICATION AND ESTIMATE (PS&E) UPDATES (BKF + Parisi)**

Based on comments received from the City of Albany and Zoon the design team has been asked to revise the PS&Es associated with the San Pablo Avenue Pedestrian Safety Improvements, dated: October 2022. The changes will include the following:

1. Brighton Avenue Intersection: shift northwest curb ramp south to align with northeast curb ramp. This will require the following sheets be updated; DE-1, L-1, and C-2. Additionally, all quantities associated with ramp will need to be re-evaluated.
2. Clay Street Intersection: all work associated with this intersection will now be a part of the upcoming ACTC project. All plans sheet will remain within the current package, but scope removed will be crossed out. Additionally, all specification and quantities associated with the work in this area will be updated to reflect scope removal.
3. Change all cross wall striping from ladder to triple four.
4. Add additional thermoplastic striping removal line items within the Bid Schedule to account for removal of existing white ladder crosswalks.
5. BKF as budget time to attend a maximum of two (2) meetings with the City and/or Caltrans to coordinate and discuss the changes mentioned above.

### **TASK 2: BIDDING ASSISTANCE (BKF)**

It has been assumed that the design team does not need to part of any pre-bid conferences.

1. **Bid Addenda/Request for Information**: BKF will respond in writing to written request for information associated with the Civil Design items within two (2) business days.

### **TASK 3: ENGINEERING SERVICE DURING CONSTRUCTION (ESDC) (BKF)**

Based the "Notice Inviting Bids," Section 2.2 (Time for Completion) the project must be fully completed within 80 working days (17 weeks) from the start date. The City anticipates that work will begin on/or around November 1, 2023. Therefore, an anticipated completion date in February 31, 2024. **Should the duration extend beyond this time, additional services will be required to complete the services related to construction support.**

We understand the following services during construction will be provided:

*BKF has budgeted an average of **8-hrs per week** for the duration of construction to support the City on the following construction related tasks:*

1. Attending pre-construction meeting with the contractor, design team and City staff.
2. Site Visits to provide clarification of consultant's design intent to the contractor. BKF has budgeted to provide one (1) site visit per month, throughout the duration of construction, at the request of the contractor.
3. Written responses to request for information (RFI's)
4. Submittal Review
5. BKF will only review Change Orders to ensure the quantities of the additional materials aligns with the change made to the design. BKF will not comment on labor and/or equipment cost. Contract will need to provide delineated line items for each material and not provide materials as a lump sum.
6. BKF has budgeted to take part in one (1) Owner (City), Engineer, and Contractor (OEC) meeting per month, 1hr/each to discuss construction progress and discuss any outstanding issues that have come up during construction.
7. Coordination with sub-consultants to ensure all construction related clarifications and/or questions are reviewed and responded to as outlined within the project plans and specifications.

### **TASK 4: PUNCH LIST (BKF)**

**Punchlist:** BKF will walk the site with the Contractor and the City to provide for feedback on any outstanding items to complete the project. We will create a matrix and narrative of any outstanding items. We anticipate two field visits: one preliminary and one final.

### **TASK 5: PROJECT CLOSE OUT (BKF)**

**Project Close Out:** BKF will prepare as-built record drawings at the completion of construction based on redline markups from the contractor and any changes due to the RFI process. We will prepare and provide an electronic file and hard copy of all working documents.

### **TASK 6: ENGINEERING SERVICE DURING CONSTRUCTION (ESDC) (Parisi)**

1. Bidding Assistance including plan addendums, as needed.
2. Attend one (1) pre-construction meeting.
3. Allowance for one (1) site visit per month.
4. Review of submittals and contractor requests for information (RFIs), not inclusive of the contractor temporary traffic control plan.
5. Review of change orders for only the quantities of additional materials.
6. Punch list walk with narrative of outstanding items.
7. Project closeout including preparation of record drawings.

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

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

- a) **Meetings:** Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

- b) **Duration:** We have assumed that construction will proceed immediately after design/permitting and that the duration of construction will be 9 months or less. The hours identified in the Construction Support task are based on this construction duration. Should the duration extend beyond this time, additional services will be required to complete the services related to construction support.
- c) **Utility Location Services:** BKF has not included fee to contract with an underground utility location consultant to locate private utilities within the site.
- d) **QSD Services/Storm Water Pollution and Prevention Plan (SWPPP):** BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ (as amended by Order 2010-0014-DWQ and 2012-0006-DWQ), administered by the State Water Resources Control Board (SWRCB). We will provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website.
- e) **QSP Services:** At the request of the client BKF can provide this service as an additive alternate task, applicable to sites disturbing over one acre of land.
- f) **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.
- g) **Post Construction Survey:** Preparation of post construction record documents or as-built surveys are not included.
- h) **Meetings:** We have not included attendance at regularly scheduled construction meetings as part of the scope of services.
- i) **Environmental Observations** at Sand Creek associated with protocol level Swainson's Hawk surveys are excluded from this scope service.
- j) **Construction Staking** is excluded from this scope of service

#### IV. SCHEDULE

Based the "Notice Inviting Bids," Section 2.2 (Time for Completion) the project must be fully completed within 80 working days (17 weeks) from the start date. The City anticipates that work will begin on/or around November 1, 2023. Therefore, an anticipated completion date in February 31, 2024.

**Should the duration extend beyond this time, additional services will be required to complete the services related to construction support.**

#### V. COMPENSATION

BKF proposes to provide the services on a time and materials, not to exceed basis.

Item	Description	Total Fee
1	Revisions to PS&E	
	BKF Engineer – Civil Engineer	\$5,600
	Parisi – Traffic Engineer	\$2,500
2	Bidding Assistance (BKF)	\$3,800
3	Engineering Service During Construction (ESDC) (BKF)	\$29,600
4	Punch List (BKF)	\$3,700
5	Project Close Out (BKF)	\$7,300
6	Engineering Service During Construction (ESDC) (Parisi)	\$9,400
RE	Reimbursable Expenses	\$900
	<b>GRAND TOTAL</b>	<b>\$62,800</b>

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.

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 Joe Young (Project Manager) at 925.940.2210 if you have any questions regarding our scope of services.

Respectfully,

**BKF Engineers**

A handwritten signature in blue ink, appearing to read "Joe Young", with a stylized, flowing script.

Joseph K. Young, PE  
Project Manager

**BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE**

EFFECTIVE JANUARY 1, 2023

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
<b>PROJECT MANAGEMENT</b>	
Principal	\$288.00
Senior Associate Principal	\$268.00
Associate Principal	\$260.00
Senior Project Manager   Senior Technical Manager	\$253.00
Project Manager   Technical Manager	\$247.00
Engineering Manager   Surveying Manager   Planning Manager	\$228.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$212.00
Project Engineer   Project Surveyor   Project Planner	\$186.00
Design Engineer   Staff Surveyor   Staff Planner	\$162.00
BIM Specialist I, II, III	\$162.00 - \$186.00 - \$212.00
Technician I, II, III, IV	\$154.00 - \$164.00 - \$180.00 - \$194.00
Drafter I, II, III, IV	\$121.00 - \$133.00 - \$143.00 - \$159.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$101.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$212.00
Instrument Person	\$182.00
Survey Chainperson	\$136.00
Utility Locator I, II, III, IV	\$110.00 - \$156.00 - \$187.00 - \$213.00
Apprentice I, II, III, IV	\$83.00 - \$112.00 - \$124.00 - \$132.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$277.00
Senior Construction Administrator	\$241.00
Resident Engineer	\$179.00
Field Engineer I, II, III	\$162.00 - \$186.00 - \$212.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$198.00
Funding Strategies Manager	\$181.00
Funding/Research Analyst I, II, III, IV	\$124.00 - \$144.00 - \$153.00 - \$168.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$135.00
Senior Project Assistant	\$117.00
Project Assistant	\$103.00
Clerical   Administrative Assistant	\$87.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses 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; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable 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 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.