



# City of Palo Alto

## City Council Staff Report

(ID # 10699)

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Report Type: Consent Calendar

Meeting Date: 2/24/2020

**Summary Title: Amendment No. 1 for On-call Surveying Contract with BKF Engineers**

**Title: Approval of Amendment Number 1 to Contract Number C18169791 with BKF Engineers to Increase the Third Year Funding by \$150,000 and Extend the Contract Term for an Additional Two Years at \$300,000 Per Year, for a Revised Total Amount Not-to-Exceed \$1,200,000 to Provide Surveying and Design Services**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached Amendment No. 1 to Contract C18169791 with BKF Engineers (Attachment A)

- to increase the third-year funding by an additional \$150,000 (for a total of \$300,000) for on-call surveying and design support services, and
- to extend the contract term for two additional years, through October 22, 2022, at \$300,000 per year, for a new total contract amount not-to-exceed \$1,200,000.

### **Background/Discussion**

The on-call surveying contract with BKF Engineers was originally approved on October 30, 2017, for \$150,000 per year for three years to provide surveying and design services for streets and sidewalk capital projects (CMR: [#8516](#)). The contract also allows the City to meet large roadway survey needs. The amended contract would add an additional \$150,000 to the third year (for a total of \$300,000) and extend the contract term for two additional years at \$300,000 per year. This amendment results in a revised total contract not-to-exceed amount of \$1,200,000, through October 22, 2022.

The scope of services of the on-call contract includes providing on-call support services to help advance street resurfacing projects, including the survey and drainage design for various City streets in the Barron Park neighborhood. The additional funding allows for these professional services to be utilized for other CIP projects (including storm drain, parks, and buildings

projects) requiring surveying, including large roadway survey needs. Work will be assigned to the consultant on a task order basis.

### **Resource Impact**

Funding for on-call project work will be encumbered as survey and design task orders, assigned to specific CIP projects, and funded within the existing CIP projects' budgets as approved by the City Council through the annual budget process.

### **Policy Implications**

This contract amendment is in conformance with the City of Palo Alto's Comprehensive Plan and does not represent any changes to existing City policies.

### **Stakeholder Engagement**

Stakeholder engagement is not applicable to this contract amendment.

### **Environmental Review**

Surveying and design work do not constitute a project subject to the California Environmental Quality Act (CEQA). Typical street roadway projects that are supported by surveying are considered minor alterations and repairs to existing facilities and are categorically exempt from CEQA under Section 15301(c) of the CEQA Guidelines. Environmental review required for projects other than roadway work would be completed during the design process.

### **Attachments:**

- Attachment A - Contract Amendment No. 1

**AMENDMENT NO. 1 TO CONTRACT NO. C18169791  
BETWEEN THE CITY OF PALO ALTO AND  
BKF ENGINEERS**

This Amendment No. 1 (this "Amendment") to Contract No. C18169791 (the "Contract" as defined below) is entered into as of February 10, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and **BKF ENGINEERS**, a California corporation, Department of Industrial Relations registration No. 1000002096, located at 1730 N. First Street, Suite 600, San Jose, CA 95112 ("CONSULTANT"). CITY and CONSULTANT referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of Surveying, Engineering and Design Services, as detailed therein.

B. The Parties now wish to amend the Contract to increase the compensation to be paid to CONSULTANT by Seven Hundred Fifty Thousand Dollars (\$750,000), from Four Hundred Fifty Thousand Dollars (\$450,000) to a total not-to-exceed amount of One Million Two Hundred Thousand Dollars (\$1,200,000), to extend the term for two years, through October 22, 2022 and to amend Exhibit C-1.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C18169791 between CONSULTANT and CITY, dated October 23, 2017.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 2, "TERM" of the Contract is hereby amended to read as follows:

The term of this Agreement shall be from the date of its full execution through October 22, 2022 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3.** Section 4, "NOT TO EXCEED COMPENSATION" of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit

“A” (“Basic Services”), and reimbursable expenses, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) for contract year 1, One Hundred Fifty Thousand Dollars (\$150,000) for contract year 2, Three Hundred Thousand Dollars (\$300,000) for contract year 3, Three Hundred Thousand Dollars (\$300,000) for contract year 4, Three Hundred Thousand Dollars (\$300,000) for contract year 5, for a total not-to-exceed amount over the five-year term of One Million Two Hundred Thousand Dollars (\$1,200,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.”

SECTION 4. Section 26, entitled “Prevailing Wages,” of the Contract is hereby amended to read as follows:

26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to Section 1773 of the California Labor Code, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1720, 1771, 1771.1, 1774, 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages and applicable provisions of the California Code of Regulations. CONSULTANT shall comply with the requirements of the exhibit entitled “DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS”, for any contract for public works construction, alteration, demolition, repair or maintenance. Exhibit E is hereby attached and incorporated into this Agreement by reference as though fully set forth herein.”

SECTION 5. The following exhibits to the Contract are hereby deleted and replaced in its entirety, or added in the entirety, as indicated below, to read as set forth in the attachments to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “C-1” entitled “SCHEDULE OF RATES”, of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit “C-1 ”, entitled “SCHEDULE OF RATES, AMENDMENT NO.1.”
- b. Exhibit “E” entitled “DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS”, as attached to this Amendment, is hereby attached and incorporated by reference into

this Amendment as though fully set forth herein and into the Contract as though fully set forth therein.

**SECTION 6. Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

**SECTION 7. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment **effective** as of the date first above written.

**CITY OF PALO ALTO**

**BKF ENGINEERS**

City Manager (Contract over \$85k)

**Officer 1**

APPROVED AS TO FORM:

DocuSigned by:  
By: *Davis Thresh*  
Name: **DAVIS THRESH**  
Title: **vice President**

City Attorney or designee  
(Contract over \$25k)

**Officer 2 (Required for Corp. or LLC)**  
DocuSigned by:  
By: *Jean Chen*  
Name: **Jean Chen**  
Title: **CFO**

**Attachment:**

EXHIBIT "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 1" (AMENDED – REPLACES PREVIOUS)  
EXHIBIT "E" entitled "DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS" (ADDED)

**EXHIBIT "C-1"**  
**SCHEDULE OF RATES, AMENDMENT NO. 1**  
**(AMENDED-REPLACES PREVIOUS)**

The following rates shall apply for Services rendered under this Agreement as of the timeframe listed below.

**PRIOR TO JANUARY 1, 2019**

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
<b>ENGINEERING</b>	
Senior Associate	\$206.00
Associate	\$200.00
Project Manager	\$190.00 - \$196.00
Engineer IV	\$176.00
Engineer I, II, III	\$124.00 - \$142.00 - \$162.00
Engineering Assistant	\$77.00
Junior Engineer	\$65.00
<b>PLANNING</b>	
Planner I, II, III, IV	\$124.00 - \$142.00 - \$162.00 - \$176.00
<b>SURVEYING</b>	
Senior Associate	\$206.00
Associate	\$200.00
Project Manager	\$190.00 - \$196.00
Surveyor I, II, III, IV	\$124.00 - \$142.00 - \$162.00 - \$176.00
Survey Party Chief	\$164.00
Survey Chainman	\$106.00
Apprentice I, II, III, IV	\$65.00 - \$87.00 - \$96.00 - \$102.00
Instrumentman	\$141.00
Surveying Assistant	\$77.00
Junior Surveyor	\$65.00
Utility Locator I, II, III	\$85.00 - \$120.00 - \$145.00
BIM Specialist I, II, III	\$124.00 - \$142.00 - \$162.00
<b>DESIGN AND DRAFTING</b>	
Technician I, II, III, IV	\$119.00 - \$127.00 - \$139.00 - \$150.00
Drafter I, II, III, IV	\$93.00 - \$103.00 - \$111.00 -
\$123.00	
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Construction Administrator	\$185.00
Resident Engineer	\$137.00
Field Engineer I, II, III	\$124.00 - \$142.00 - \$162.00
Senior Consultant	\$215.00
<b>SERVICES AND EXPENSES</b>	
Project Assistant	\$77.00
Clerical/Administrative Assistant	\$65.00
Delivery Services	\$35.00

Principals' time on projects is chargeable at \$230.00- \$252.00 per hour.

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**JANUARY 1, 2019 - DECEMBER 31, 2019**

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
<b>ENGINEERING</b>	
Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Engineer IV	\$189.00
Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Engineering Assistant	\$82.00
Junior Engineer	\$70.00
<b>PLANNING</b>	
Planner I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
<b>SURVEYING</b>	
Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Surveyor I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
Survey Party Chief	\$175.00
Survey Chainman	\$113.00
Apprentice I, II, III, IV	\$70.00 - \$93.00 - \$103.00 - \$109.00
Instrumentman	\$150.00
Surveying Assistant	\$82.00
Junior Surveyor	\$70.00
Utility Locating Superintendent	\$176.00
Utility Locator I, II, III	\$91.00 - \$129.00 - \$155.00
BIM Specialist I, II, III	\$134.00 - \$154.00 - \$174.00
<b>DESIGN AND DRAFTING</b>	
Technician I, II, III, IV	\$128.00 - \$136.00 - \$148.00 - \$161.00
Drafter I, II, III, IV	\$100.00 - \$110.00 - \$118.00 - \$132.00
<b>CONSTRUCTION ADMINISTRATION/QSP-QSD</b>	
Senior Construction Administrator	\$198.00
Resident Engineer	\$147.00
Field Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Senior Consultant	\$229.00
<b>SERVICES AND EXPENSES</b>	
Project Assistant	\$82.00
Clerical/Administrative Assistant	\$70.00

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**JANUARY 1, 2020 - DECEMBER 31, 2020****PERSONNEL****HOURLY RATES****ENGINEERING**

Senior Associate	\$225.00
Associate	\$219.00
Senior Project Manager	\$214.00
Project Manager	\$209.00
Senior Engineer	\$193.00
Engineering Manager	\$189.00
Design Engineer, Project Engineer, Sr. Project Engr	\$137.00 - \$157.00 - \$179.00
Junior Engineer, Engineering Assistant	\$72.00 - \$82.00

**SURVEYING**

Senior Associate	\$225.00
Associate	\$219.00
Project Manager	\$208.00 - \$214.00
Surveying Manager	\$189.00
Surveyor I, II, III, IV	\$137.00 - \$157.00 - \$179.00 - \$193.00
Survey Party Chief	\$179.00
Survey Chainman	\$116.00
Apprentice I, II, III, IV	\$71.00 - \$95.00 - \$105.00 - \$111.00
Instrumentman	\$154.00
Surveying Assistant, Junior Surveyor	\$72.00 - \$82.00
Utility Locating Superintendent	\$180.00
Utility Locator I, II, III	\$93.00 - \$132.00 - \$158.00
BIM Specialist I, II, III	\$137.00 - \$157.00 - \$179.00

**DESIGN AND DRAFTING**

Technician I, II, III, IV	\$130.00 - \$139.00 - \$152.00 - \$164.00
Drafter I, II, III, IV	\$102.00 - \$112.00 - \$121.00 - \$135.00

**PLANNING**

Planner I, II, III, IV	\$137.00 - \$157.00 - \$179.00 - \$193.00
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**CONSTRUCTION ADMINISTRATION/QSP-QSD**

Senior Construction Administrator	\$203.00
Resident Engineer	\$151.00
Field Engineer I, II, III	\$137.00 - \$157.00 - \$173.00
Senior Consultant	\$234.00

**SERVICES AND EXPENSES**

Project Assistant	\$84.00
Clerical/Administrative Assistant	\$71.00

Principals' time on projects is chargeable at \$251.00- \$276.00 per hour.

**EXHIBIT “E”**  
**DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

This Exhibit “E” shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONSULTANT of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation and CONSULTANT is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its Project Manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the CITY Project Manager within ten (10) days of receipt of CITY’s request.

CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to the CITY Project Manager at the end of each week during the Project.

If the certified payroll records are not produced to the CITY Project Manager within the 10-day period, then CONSULTANT and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONSULTANT.

Inform the CITY Project Manager of the location of CONSULTANT's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the Project Manager within five (5) business days of any change of location of those payroll records.