



**CITY OF MILPITAS  
ENGINEERING DIVISION  
BID SUMMARY**

Project Name: Midtown North Main Street Improvement Project  
Project # 8165 Federal Aid Project No. RPSTPLE 5314 (003)  
Engineer's Estimate - Phase 2 BID SET

BASE BID				Engineer's Estimate		Jos. J. Albanese, Inc		McGuire & Hester		Sposeto Engineering, Inc		JJR Construction		Robert A. Bothman, Inc		
ITEM		DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
<b>Site Prep:</b>																
1	F-02	Portable Message Signs Grant Work Non-Grant Work	1	LS	\$50,000.00	\$50,000.00	\$32,000.00 \$12,800.00 \$19,200.00	\$32,000.00	\$10,000.00 \$5,000.00 \$5,000.00	\$10,000.00	\$14,000.00 \$7,000.00 \$7,000.00	\$14,000.00	\$35,000.00 \$20,000.00 \$15,000.00	\$35,000.00	\$12,700.00 \$9,500.00 \$3,200.00	\$12,700.00
2	F-05	Mobilization Grant Work Non-Grant Work	1	LS	\$55,000.00	\$55,000.00	\$15,000.00 \$6,000.00 \$9,000.00	\$15,000.00	\$47,000.00 \$23,500.00 \$23,500.00	\$47,000.00	\$60,000.00 \$30,000.00 \$30,000.00	\$60,000.00	\$144,300.00 \$90,000.00 \$54,300.00	\$144,300.00	\$413,849.00 \$318,849.00 \$95,000.00	\$413,849.00
3	F-02765	Construction Staging/Traffic Control Grant Work Non-Grant Work	1	LS	\$85,000.00	\$85,000.00	\$50,000.00 \$20,000.00 \$30,000.00	\$50,000.00	\$100,000.00 \$50,000.00 \$50,000.00	\$100,000.00	\$152,000.00 \$149,000.00 \$3,000.00	\$152,000.00	\$87,135.00 \$57,135.00 \$30,000.00	\$87,135.00	\$188,900.00 \$141,700.00 \$47,200.00	\$188,900.00
4	F-10	Potholing	10	EA	\$1,000.00	\$10,000.00	\$750.00	\$7,500.00	\$800.00	\$8,000.00	\$8,000.00	\$8,000.00	\$900.00	\$9,000.00	\$450.00	\$4,500.00
					Subtotal	\$200,000.00	Subtotal	\$104,500.00	Subtotal	\$165,000.00	Subtotal	\$234,000.00	Subtotal	\$275,435.00	Subtotal	\$619,949.00
<b>Monumentation:</b>																
5	F-11	Survey Monuments	9	EA	\$2,700.00	\$24,300.00	\$650.00	\$5,850.00	\$500.00	\$4,500.00	\$2,800.00	\$25,200.00	\$2,800.00	\$25,200.00	\$825.00	\$7,425.00
					Subtotal	\$24,300.00	Subtotal	\$5,850.00	Subtotal	\$4,500.00	Subtotal	\$25,200.00	Subtotal	\$25,200.00	Subtotal	\$7,425.00
<b>Demolition:</b>																
6	F-02200	Site Preparation Grant Work Non-Grant Work	1	LS	\$550,000.00	\$550,000.00	\$311,000.00 \$124,400.00 \$186,600.00	\$311,000.00	\$250,000.00 \$125,000.00 \$125,000.00	\$250,000.00	\$384,000.00 \$276,000.00 \$108,000.00	\$384,000.00	\$377,085.00 \$200,000.00 \$177,085.00	\$377,085.00	\$540,000.00 \$375,000.00 \$165,000.00	\$540,000.00
					Subtotal	\$550,000.00	Subtotal	\$311,000.00	Subtotal	\$250,000.00	Subtotal	\$384,000.00	Subtotal	\$377,085.00	Subtotal	\$540,000.00
<b>Hardscapes</b>																
7	02740	Aggregate Base - Class 2	1,900	TON	\$80.00	\$152,000.00	\$35.00	\$66,500.00	\$48.00	\$91,200.00	\$54.00	\$102,600.00	\$60.00	\$114,000.00	\$40.00	\$76,000.00
8	02740	Asphalt Concrete - Type A (12" Wide Full Depth AC	590	LF	\$6.00	\$3,540.00	\$13.50	\$7,965.00	\$25.00	\$14,750.00	\$16.00	\$9,440.00	\$13.50	\$7,965.00	\$20.00	\$11,800.00
9	02740	Asphalt Concrete - Type A (Main Street: 12" of 14" Overlay)	1,500	TON	\$130.00	\$195,000.00	\$110.00	\$165,000.00	\$160.00	\$240,000.00	\$176.00	\$264,000.00	\$155.00	\$232,500.00	\$156.00	\$234,000.00
10	02740	Asphalt Concrete - Type A (Main Street: 2" overlay/final lift)	500	TON	\$130.00	\$65,000.00	\$111.00	\$55,500.00	\$160.00	\$96,000.00	\$176.00	\$98,000.00	\$175.00	\$87,500.00	\$174.00	\$87,000.00
11	02740	Asphalt Concrete - Type A (4.0"-Winsor, 2.0"-Walk)	220	TON	\$130.00	\$28,600.00	\$169.00	\$37,180.00	\$160.00	\$35,200.00	\$190.00	\$41,800.00	\$175.00	\$38,500.00	\$156.00	\$34,320.00
12	02740	Asphalt Concrete - Type A (3.0", 3.0"-15" Overlay)	250	TON	\$130.00	\$32,500.00	\$140.00	\$35,000.00	\$220.00	\$47,500.00	\$190.00	\$47,500.00	\$175.00	\$43,750.00	\$125.00	\$31,250.00
13	02740	Fog Seal Weller Lane	26,000	SF	\$0.50	\$13,000.00	\$0.15	\$3,900.00	\$0.10	\$2,600.00	\$0.18	\$4,680.00	\$0.20	\$5,200.00	\$0.20	\$5,200.00
14	03300	Concrete Sidewalk (Broom Finish)	13,100	SF	\$10.00	\$131,000.00	\$7.50	\$98,250.00	\$8.00	\$104,800.00	\$8.40	\$110,040.00	\$8.15	\$106,765.00	\$6.70	\$87,770.00
15	03300	Concrete Sidewalk (Sandblast Finish)	430	SF	\$16.00	\$6,880.00	\$10.00	\$4,300.00	\$9.00	\$3,870.00	\$16.80	\$7,224.00	\$14.25	\$6,127.50	\$8.00	\$3,440.00
16	03300	Concrete Crosswalks (Sandblast Finish)	2,210	SF	\$26.00	\$57,460.00	\$10.50	\$23,205.00	\$14.00	\$30,940.00	\$18.00	\$39,780.00	\$14.25	\$31,492.50	\$12.00	\$26,520.00
17	02750	Concrete Curb & Gutter (Class A)	1,157	LF	\$48.00	\$55,536.00	\$22.00	\$25,454.00	\$28.00	\$32,396.00	\$43.00	\$49,751.00	\$25.00	\$28,925.00	\$30.00	\$34,710.00
18	03300	Concrete Pavement (Commercial Driveway and Vehicular	2,880	SF	\$24.00	\$69,120.00	\$7.30	\$21,024.00	\$7.00	\$20,160.00	\$14.20	\$40,896.00	\$10.00	\$28,800.00	\$7.80	\$22,464.00
19	03300	Concrete Pavement (Bus Pad)	1,200	SF	\$28.00	\$33,600.00	\$11.80	\$14,160.00	\$11.00	\$13,200.00	\$13.90	\$16,680.00	\$14.25	\$17,100.00	\$9.60	\$11,520.00
20	03300	24" Wide - 6" Curb (Sandblast Finish)	58	LF	\$100.00	\$5,800.00	\$39.00	\$2,262.00	\$55.00	\$3,190.00	\$122.00	\$7,076.00	\$57.00	\$3,306.00	\$45.00	\$2,610.00
21	03300	24" Wide - Flush Curb (Sandblast Finish)	115	LF	\$100.00	\$11,500.00	\$39.00	\$4,485.00	\$30.00	\$3,450.00	\$122.00	\$14,030.00	\$57.00	\$6,555.00	\$45.00	\$5,175.00
22	03300	12" Wide - 6" Curb (Sandblast Finish)	79	LF	\$50.00	\$3,950.00	\$30.00	\$2,370.00	\$40.00	\$3,160.00	\$72.00	\$5,688.00	\$45.00	\$3,555.00	\$43.00	\$3,397.00
23	03300	12" Wide - Flush Curb and Transition (Sandblast Finish)	35	LF	\$50.00	\$1,750.00	\$30.00	\$1,050.00	\$25.00	\$875.00	\$59.00	\$2,065.00	\$45.00	\$1,575.00	\$43.00	\$1,505.00
24	02750	6" Median Curb	40	LF	\$54.00	\$2,160.00	\$27.50	\$1,100.00	\$50.00	\$2,000.00	\$44.00	\$1,760.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00
25	02750	Flush Curb	253	LF	\$60.00	\$15,180.00	\$25.00	\$6,325.00	\$36.00	\$9,108.00	\$46.00	\$11,638.00	\$28.00	\$7,084.00	\$35.00	\$8,855.00
26	02750	Median Curb Taper	4	EA	\$170.00	\$680.00	\$49.00	\$196.00	\$70.00	\$280.00	\$50.00	\$200.00	\$400.00	\$1,600.00	\$80.00	\$320.00
27	02750	6" Curb (Private Property)	75	LF	\$170.00	\$12,750.00	\$26.00	\$1,950.00	\$35.00	\$2,625.00	\$44.00	\$3,300.00	\$40.00	\$3,000.00	\$35.00	\$2,625.00
28	02750	Curb Taper (Private Property)	3	EA	\$65.00	\$195.00	\$52.00	\$156.00	\$50.00	\$150.00	\$50.00	\$150.00	\$400.00	\$1,200.00	\$80.00	\$240.00
29	02870	Detective Warning Strip Pavers	420	SF	\$50.00	\$21,000.00	\$27.50	\$11,550.00	\$25.00	\$10,500.00	\$32.00	\$13,440.00	\$70.00	\$29,400.00	\$30.00	\$12,600.00
					Subtotal	\$918,201.00	Subtotal	\$588,882.00	Subtotal	\$759,454.00	Subtotal	\$881,738.00	Subtotal	\$807,300.00	Subtotal	\$704,721.00
<b>Utilities:</b>																
30	02631	Curb Storm Drain Inlet	8	EA	\$4,000.00	\$32,000.00	\$2,800.00	\$22,400.00	\$2,800.00	\$22,400.00	\$3,200.00	\$25,600.00	\$2,750.00	\$22,000.00	\$3,030.00	\$24,240.00
31	02631	Storm Drain Manhole (City Std)	1	EA	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$5,100.00	\$5,100.00	\$4,125.00	\$4,125.00	\$3,800.00	\$3,800.00
32	02631	Storm Drain Manhole (Elliptical Pipe)	2	EA	\$5,500.00	\$11,000.00	\$3,600.00	\$7,200.00	\$6,500.00	\$13,000.00	\$5,100.00	\$10,200.00	\$4,290.00	\$8,580.00	\$3,900.00	\$7,800.00
33	02631	Flat Gate Storm Drain Inlet	2	EA	\$2,500.00	\$5,000.00	\$1,700.00	\$3,400.00	\$2,600.00	\$5,200.00	\$1,600.00	\$3,200.00	\$2,750.00	\$5,500.00	\$1,850.00	\$3,700.00
34	02631	Junction Box	2	EA	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,800.00	\$5,600.00	\$2,750.00	\$5,500.00	\$2,170.00	\$4,340.00
35	02631	Christy V9 Drain Box	2	EA	\$1,100.00	\$2,200.00	\$425.00	\$850.00	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$300.00	\$600.00	\$460.00	\$920.00
36	02631	Area Drain - Type 1	4	EA	\$700.00	\$2,800.00	\$375.00	\$1,500.00	\$800.00	\$3,200.00	\$920.00	\$3,680.00	\$375.00	\$1,500.00	\$410.00	\$1,640.00
37	02631	Area Drain - Type 2	4	EA	\$700.00	\$2,800.00	\$375.00	\$1,500.00	\$900.00	\$3,600.00	\$920.00	\$3,680.00	\$375.00	\$1,500.00	\$410.00	\$1,640.00
38	02631	Median Island Inlet Relocation	1	EA	\$3,500.00	\$3,500.00	\$1,400.00	\$1,400.00	\$3,300.00	\$3,300.00	\$3,400.00	\$3,400.00	\$1,700.00	\$1,700.00	\$1,520.00	\$1,520.00
39	02631	3" DIP Under Walk Drain Line	2	EA	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$420.00	\$840.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00

Listed Subcontractors	
<b>Jos. J. Albanese, Inc</b>	
Bayside Stripe & Seal Pacific Underground Construction Steiny & Company Inc. RNT Landscape Contractors	
<b>McGuire &amp; Hester</b>	
Construction Survey Inc. Chrisp Company RAH	
<b>Sposeto Engineering, Inc</b>	
Bayside Stripe & Seal F3 Associates Pipenet Inc Stump & Sons Scapes Inc Landscape Richard Heaps Golden State Caulking	
<b>JJR Construction</b>	
CF Archibald Paving Inc Bayside Stripe & Seal Shade Construction & Engineering Mastercraft Waterproofing & sealants LLC Trench Plate Rental Co. East Bay Construction Steiny & Company Inc.	
<b>Robert A. Bothman, Inc</b>	
Heim Brothers Inc Duran & Venables Pacific Underground Steiny & Company Inc. Chrisp Company	

**BASE BID**

			Engineer's Estimate		Jos. J. Albanese, Inc		McGuire & Hester		Sposeto Engineering, Inc		JJR Construction		Robert A. Bothman, Inc			
40	02631	8" DIP Storm Drain Line	240	LF	\$75.00	\$18,000.00	\$63.00	\$15,120.00	\$100.00	\$24,000.00	\$168.00	\$40,320.00	\$176.00	\$42,240.00	\$68.00	\$16,320.00
41	02631	12" RCP Storm Drain Line	52	LF	\$90.00	\$4,680.00	\$90.00	\$4,680.00	\$190.00	\$9,880.00	\$146.00	\$7,592.00	\$220.00	\$11,440.00	\$98.00	\$5,096.00
42	02631	12" PVC Storm Drain Line (C900)	12	LF	\$120.00	\$1,440.00	\$120.00	\$1,440.00	\$210.00	\$2,520.00	\$139.00	\$1,668.00	\$250.00	\$3,000.00	\$130.00	\$1,560.00
43	02631	8" PVC Storm Drain Line	125	LF	\$60.00	\$7,500.00	\$47.00	\$5,875.00	\$60.00	\$7,500.00	\$96.00	\$12,000.00	\$165.00	\$20,625.00	\$51.00	\$6,375.00
44	02631	6" PVC Storm Drain Line	88	LF	\$50.00	\$4,400.00	\$45.00	\$3,960.00	\$55.00	\$4,840.00	\$64.00	\$5,632.00	\$165.00	\$14,520.00	\$49.00	\$4,312.00
45	02510	Fire Hydrant Relocation	3	EA	\$5,000.00	\$15,000.00	\$2,000.00	\$6,000.00	\$7,000.00	\$21,000.00	\$4,300.00	\$12,900.00	\$3,100.00	\$9,300.00	\$2,200.00	\$6,600.00
46	02510	12" Welded Steel Water Line (Railroad Avenue / Carlo	75	LF	\$240.00	\$18,000.00	\$495.00	\$37,125.00	\$450.00	\$33,750.00	\$910.00	\$68,250.00	\$400.00	\$30,000.00	\$537.00	\$40,275.00
47	02510	12" C900 Water Line & Appurtenances (Carlo Street)	300	LF	\$100.00	\$30,000.00	\$118.00	\$35,400.00	\$175.00	\$52,500.00	\$72.00	\$21,600.00	\$275.00	\$82,500.00	\$128.00	\$38,400.00
48	02510	Water Service Connection	1	EA	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00	\$1,400.00	\$1,400.00	\$2,400.00	\$2,400.00	\$900.00	\$900.00	\$2,400.00	\$2,400.00
			Subtotal		\$172,020.00		Subtotal	\$159,550.00	Subtotal	\$220,590.00	Subtotal	\$236,062.00	Subtotal	\$267,730.00	Subtotal	\$173,338.00

**Landscape / Site Furnishing:**

49	02870	Tree Grate	9	EA	\$2,000.00	\$18,000.00	\$1,800.00	\$16,200.00	\$1,900.00	\$17,100.00	\$2,300.00	\$20,700.00	\$2,200.00	\$19,800.00	\$2,240.00	\$20,160.00
50	02870	Tree Guards	9	EA	\$1,300.00	\$11,700.00	\$875.00	\$7,875.00	\$1,250.00	\$11,250.00	\$1,400.00	\$12,600.00	\$1,100.00	\$9,900.00	\$925.00	\$8,325.00
51	02900	Root Barrier	816	LF	\$13.00	\$10,608.00	\$7.00	\$5,712.00	\$12.50	\$10,200.00	\$8.00	\$6,528.00	\$7.50	\$6,120.00	\$7.00	\$5,712.00
52	02870	Bollards	26	EA	\$2,300.00	\$59,800.00	\$1,450.00	\$37,700.00	\$1,680.00	\$43,680.00	\$2,000.00	\$52,000.00	\$2,000.00	\$52,000.00	\$1,419.00	\$36,894.00
53	02900	Palm Trees	2	EA	\$16,000.00	\$32,000.00	\$15,000.00	\$30,000.00	\$15,800.00	\$31,600.00	\$13,000.00	\$26,000.00	\$17,000.00	\$34,000.00	\$14,692.00	\$29,384.00
54	02870	Raised Concrete Planter	2	EA	\$8,000.00	\$16,000.00	\$4,800.00	\$9,600.00	\$9,350.00	\$18,700.00	\$12,700.00	\$25,400.00	\$12,000.00	\$24,000.00	\$11,442.00	\$22,884.00
55	02900	24" Box Tree	37	EA	\$700.00	\$25,900.00	\$250.00	\$9,250.00	\$370.00	\$13,690.00	\$330.00	\$12,210.00	\$350.00	\$12,950.00	\$278.00	\$10,286.00
56	02810	Tree Bubblers	50	EA	\$50.00	\$2,500.00	\$25.00	\$1,250.00	\$26.00	\$1,300.00	\$33.00	\$1,650.00	\$35.00	\$1,750.00	\$12.00	\$600.00
57	02900	5 Gallon Shrub	26	EA	\$35.00	\$910.00	\$40.00	\$1,040.00	\$55.00	\$1,430.00	\$43.00	\$1,118.00	\$45.00	\$1,170.00	\$53.00	\$1,378.00
58	02900	1 Gallon Shrub	2,026	EA	\$10.00	\$20,260.00	\$12.00	\$24,312.00	\$12.00	\$24,312.00	\$13.00	\$26,338.00	\$13.50	\$27,351.00	\$8.00	\$16,208.00
59	02900	Soil Amendment and Mulch	8,630	SF	\$2.00	\$17,260.00	\$0.60	\$5,178.00	\$4.00	\$34,520.00	\$1.70	\$14,671.00	\$2.00	\$17,260.00	\$4.90	\$42,287.00
60	02870	Benches	2	EA	\$2,200.00	\$4,400.00	\$2,560.00	\$5,120.00	\$3,800.00	\$7,600.00	\$3,300.00	\$6,600.00	\$3,000.00	\$6,000.00	\$2,770.00	\$5,540.00
61	02810	Tree and Shrub Irrigation	8,630	SF	\$3.75	\$32,362.50	\$6.30	\$54,369.00	\$7.50	\$64,725.00	\$6.00	\$51,780.00	\$9.00	\$77,670.00	\$12.30	\$106,149.00
			Subtotal		\$251,700.50		Subtotal	\$207,606.00	Subtotal	\$280,107.00	Subtotal	\$257,595.00	Subtotal	\$289,971.00	Subtotal	\$305,807.00

**Traffic:**

62	02760	Pavement Marking & Signage Grant Work	1	LS	\$75,000.00	\$75,000.00	\$24,932.00	\$24,932.00	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00	\$27,555.00	\$27,555.00	\$19,000.00	\$19,000.00
		Non-Grant Work					\$15,957.00		\$4,000.00		\$18,000.00		\$17,555.00		\$17,500.00	
							\$8,975.00		\$16,000.00		\$9,000.00		\$10,000.00		\$1,500.00	
63	16900	North Main Street and Weller Lane Signal	1	LS	\$60,000.00	\$60,000.00	\$160,000.00	\$160,000.00	\$137,500.00	\$137,500.00	\$143,000.00	\$143,000.00	\$176,000.00	\$176,000.00	\$173,000.00	\$173,000.00
64	16900	North Main Street and WB 237 Off-Ramp Signal	1	LS	\$60,000.00	\$60,000.00	\$185,000.00	\$185,000.00	\$136,000.00	\$136,000.00	\$138,000.00	\$138,000.00	\$203,500.00	\$203,500.00	\$200,000.00	\$200,000.00
65	16900	North Main Street and Carlo Street Signal	1	LS	\$250,000.00	\$250,000.00	\$281,600.00	\$281,600.00	\$279,299.00	\$279,299.00	\$290,000.00	\$290,000.00	\$309,760.00	\$309,760.00	\$250,000.00	\$250,000.00
66	16900	Signal Interconnect and SIC Conduit	1	LS	\$6,000.00	\$6,000.00	\$16,020.00	\$16,020.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$17,622.00	\$17,622.00	\$17,500.00	\$17,500.00
			Subtotal		\$451,000.00		Subtotal	\$667,552.00	Subtotal	\$612,799.00	Subtotal	\$638,000.00	Subtotal	\$734,437.00	Subtotal	\$659,500.00

**Electrical:**

67	16900	Service feeders and 3" conduit	20	LF	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$220.00	\$4,400.00	\$225.00	\$4,500.00	\$100.00	\$2,000.00	\$38.00	\$760.00
68	16520	Median Electrolier Type "A2"	1	LS	\$10,000.00	\$10,000.00	\$35,100.00	\$35,100.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$38,610.00	\$38,610.00	\$15,000.00	\$15,000.00
69	16520	Sidewalk Electrolier Type "A1" Grant Work	1	LS	\$91,000.00	\$91,000.00	\$35,100.00	\$35,100.00	\$187,000.00	\$187,000.00	\$186,000.00	\$186,000.00	\$38,610.00	\$38,610.00	\$38,100.00	\$38,100.00
		Non-Grant Work					\$21,060.00		\$149,600.00		\$134,000.00		\$20,000.00		\$29,300.00	
							\$14,040.00		\$37,400.00		\$52,000.00		\$18,610.00		\$8,800.00	
70	16520	Palm Tree Lights Type "B"	1	LS	\$2,000.00	\$2,000.00	\$35,700.00	\$35,700.00	\$7,500.00	\$7,500.00	\$8,100.00	\$8,100.00	\$39,720.00	\$39,720.00	\$10,000.00	\$10,000.00
			Subtotal		\$105,000.00		Subtotal	\$107,500.00	Subtotal	\$208,900.00	Subtotal	\$209,600.00	Subtotal	\$118,940.00	Subtotal	\$63,860.00

**Federal Training:**

71	B-13	Apprentice and Trainee	3	EA	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00
			Subtotal		\$2,400.00		Subtotal	\$2,400.00								

<b>Total</b>					<b>\$2,674,621.50</b>		<b>\$2,154,840.00</b>		<b>\$2,503,750.00</b>		<b>\$2,868,595.00</b>		<b>\$2,898,498.00</b>		<b>\$3,077,000.00</b>
							<b>Apparent low bidder</b>								

**AMENDMENT No. 2 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 5<sup>th</sup> day of August 2008, by and between the City of Milpitas and the Milpitas Redevelopment Agency, a municipal corporation of the State of California (hereafter referred to as "CITY") and Brian Kangas Foulk Engineers (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional design services on April 5, 2005, for the Midtown North Main Street Improvements (Project No. 8165) with a total compensation for Basic Services, Additional Services, Reimbursable Services, and Contingency not to exceed \$773,371.00 on April 5, 2005.

WHEREAS, the parties entered into an Agreement amendment number 1 for professional design services on April 17<sup>th</sup>, 2007, to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-1", construction support, field surveying, compile record drawings and other design services for the phase I Improvements for an amount not to exceed \$50,000.

WHEREAS, the parties now desire to amend the Agreement to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-2", construction support, field surveying, compile record drawings and other design services for the phase II Improvements.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Section 1.1, entitled "Term of Services" is amended to read:  
The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2009 .....
2. Section 1, entitled "Services" is amended by adding Exhibits "**A-2**", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-2**", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:  
The compensation for the services set forth in Exhibits "**A-2**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "**B-2**" shall be **\$50,000.00**.
4. Delete Section 2.3.1, "Retention City shall retain 10% of each payment and withhold that amount. The City shall release retention accrued through the end of the bidding phase after the project is approved for bidding by the City Council. If the project is not approved for bid within 60 days of Consultant's submission of bid to the City, and if the bid documents are found to be reasonably acceptable by the City, City will release full retention."
5. All other provisions of the Agreement shall remain in full force and effect. This Amendment is executed as of the date written above.

Project No: 8165  
8/5/08  
Project Name: Midtown North Main Street Improvements

City Council:

APPROVED BY:

CITY OF MILPITAS/RDA

CONSULTANT  
BKF ENGINEERS

As to Content:

-----  
Steve Erickson  
Capital Improvement Manager

-----  
Natalina Bernardi  
Principal/Vice President

-----  
Thomas C. Williams  
City Manager/Executive Director

Approved as to Form:

-----  
Michael J. Ogaz  
City Attorney/Agency Counsel

Attested By:

-----  
Mary Lavelle  
City Clerk/Agency Secretary

**Exhibit A-2  
Scope of Services**

**Midtown North Main Street Improvements Project  
Construction Administration Services  
Phase II**

Construction Support Services:

Task 1.1 – Attend Construction Meetings

BKF will attend the construction meetings for the duration of the project. It has been assumed that the meetings will occur weekly for the first month of the project and then bi-weekly for the remaining eight months of construction.

Task 1.2 – Review Submittals and Shop Drawings

We will review all submittals and shop drawings with-in the time frame listed in the project specifications (updated to reflect a five-day turnaround for submittals involved with the items to be completed by December 12, 2008). It was estimated that we will need to review approximately 15 submittals/shop drawings.

Task 1.3 – Respond to Request for Information

Our scope will include the review and response to contractor requests of information (RFI). This task has assumes 25 RFI's will be issued to BKF.

Task 1.4 – Address Construction Issues

BKF will be available to respond to and offer recommendations to construction issues that are brought to our attention.

Task 1.5 – Perform Site Visits

We will be available to visit the site during the construction phase. We have allotted 7 site visits for this task.

Task 1.6 – Attend Punch List Walk-Through

BKF will attend the punch list walk-through and offer and comments and suggestions to City staff.

Task 1.7 – Record Drawings

Upon receiving the Contractor's as-built mark-up, we will prepare and submit mylar as-built record drawings to the City within 8 weeks.

Task 2 – Landscape/Irrigation Consultation

Gates and Associates will provide submittal/shop drawing review as well as respond to RFI's and provide design clarifications for items dealing with the landscape, hardscape layout and irrigation. They will review and approve trees from the nursery, do irrigation inspection and provide punch lists for hardscape, planting and irrigation.

### Task 3 – Electrical Consultation

AEC will provide shop drawing/submittal review for the electrical components, as well as provide design clarifications.

### Task 4 – Survey Staking Verification (Contingency Item)

Survey staking verification is a contingency item and our attached summary of fees reflects providing a survey crew for 2 days.

For the purpose of this agreement amendment the City will use the following standards along with other requirements set forth in this Agreement and accepted professional standards to evaluate the performance of the consultant unless the duration is required to be less per the Agreement.

- Review and respond to Contractor's RFI, RFQ, CCO within a maximum of 10 business days, routine items should be responded to in 5 business days.
- Review and respond to Submittals and Shop Drawings within a maximum of 10 business days, routine items should be responded to in 5 business days.
- Review and respond to Notice of potential claim within 5 business days.
- Provide required design changes within 4 business days.
- Attend field visits the next business day when requested by the City.
- Attend specialty meetings the next business day when requested by the City.

**Exhibit B-2**  
**Compensation**

TASK 1	PIC	PM	Eng III	Eng II	Eng I	Eng Tech	Clerical	Surv	Tot Hrs	Cost	
Rate/hr	\$ 182	\$ 148	\$ 125	\$ 111	\$ 97	\$ 109	\$88	\$228	Hours		
Task 1.1	16	40							56	\$ 8,832	
Task 1.2	2	8		24	8			8	50	\$ 8,538	
Task 1.3	4	24		24	8			8	68	\$ 8,424	
Task 1.4	4	8		8	4				24	\$ 3,188	
Task 1.5	4	16		8					28	\$ 3,984	
Task 1.6		4							4	\$ 592	
Task 1.7		4		8		16			28	\$ 3,224	
Subtotal	30	104	0	72	20	16	16	0	258	\$ 36,782	
										Reimbursable Expenses (est @ 6%)	\$ 2,268
Task 2										Gates Landscaping Services (see note 3)	\$ 3,800
Task 3										AEC	\$ 2,200
										BKF Services for Construction Support	\$ 45,050

General Notes:

1. The duration of the construction work is anticipated to be 8 months.
2. Scope excludes providing any material or compaction testing.
3. Scope for David Gates includes reviewing irrigation submittals, approve trees at the nursery and perform inspection on the irrigation system
4. Submittal review turnaround adjusted to 5 days for items to be complete by December 12, 2008. Assumed half of the hours spent on this task will be done on overtime

Task 4 Survey Staking Verification as a Contingency Item

TASK	PIC	PM	Eng III	Eng II	Eng I	Eng Tech	Clerical	Surv	Tot Hrs	Cost
Rate/hr	\$ 182	\$ 148	\$ 125	\$ 111	\$ 97	\$ 109	\$88	\$ 228	Hours	
Task 4	2	3	4	2				15	26	\$ 4,950
Subtotal	2	3	4	2	0	0	0	15	26	\$ 4,950

General Notes:

1. Survey staking verification is a contingency item and therefore provided as an estimate of magnitude.

The above reflects providing a survey crew for 2 days.

CONSULTANT shall, during the term of this AGREEMENT, invoice CITY every four weeks for services performed under this AGREEMENT during the previous four-week period. Providing the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of receipt

of the invoice.

The monthly invoice shall describe the topics and tasks completed during by consultant and subconsultants. The invoice shall list the hours expended with personnel charge rates, and reimbursable expenses. A budget summary shall be included on the front page of the invoice and shall show the total budget amount, total amount billed to date, and the budget balance. A spreadsheet (attached) shall be used to record the monthly invoices and shall be attached to each invoice.

Services performed under Exhibit A-2 shall be invoiced separately to the attention of: Special Projects, 455 E. Calaveras Blvd., Milpitas CA 95035.

CONSULTANT:  
 CONTRACT DATE:  
 CONTACT PERSON:

PROJECT NAME:  
 PROJECT NO:  
 ACCOUNT NO:

PO NO:

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	INVOICE TO DATE	AUTHORIZED		CONTRACT AND AMENDMENT			RETENTION		BALANCE REMAINING
				PAYMENT AMOUNT	PAID TO DATE	ACTION	DATE	AMOUNT	THIS INVOICE	TOTAL TO DATE	
						Agreement					