

February 23, 2009

Ms. Ann Chaney
Community Development Director
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

RE: Pierce Street Pavement Rehabilitation and Bikeway

Dear Ms. Chaney,

Thank you for the opportunity to submit a proposal for the design of the Pierce Street Pavement Rehabilitation and Bikeway project. We understand that this project has experienced some delays due to the extensive citizen involvement and we are ready to assist the City in moving it forward at this time.

Critical issues that this project should address are: minimize loss of on-street parking, provide on-street moving van parking, enhance visibility when exiting the southernmost garage entrance at 555 Pierce Street, and allow for garbage and mail pick up adjacent to 535 and 545 Pierce.

Attached is our revised Project Understanding, Scope of Services, Schedule, Comments on Contract language, and Fee. If you concur and wish to direct us to proceed, please prepare an agreement for our services. Fees and times stated in this proposal are valid for sixty (60) days after the date of this letter. Lynne B. Filson (RCE #C45681) will be the Project Manager on this project.

Please contact either Jim West or me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.



Lynne B. Filson, P.E.
Project Manager
#C45681



James E. West, P.E.
Vice President
#C65854

Project Understanding

The City currently proposes to rehabilitate the pavement on Pierce Street from the northerly City limits to the south end of the Gateway Condominiums at 555 Pierce Street (approximately 1580 linear feet) and from Calhoun Street to Buchanan Street (approximately 1025 linear feet). In addition, the City desires to construct a bicycle path on Pierce Street that will connect the Cerrito Creek Trail that runs just north of the City boundary to the bicycle facility on Buchanan Street and the Bay Trail. With the objectives of gaining economy of scale and minimizing disruption to residents during construction, the City Council has requested that staff combine the pavement rehabilitation project with the portion of the bicycle facility along the 500 block of Pierce Street (the portion that stretches from the northerly City limit to the south property line of 555 Pierce Street).

Preliminary meetings with the community raised issues that the project must address. These include path continuity, loss of parking stalls, maintaining on-street moving van parking, visibility for motorist exiting the southernmost garage driveway at 555 Pierce Street, and maintaining areas for garbage and mail pick-up adjacent to 535 and 545 Pierce Street.

The path project has been divided into two “segments”. The preferred design alternative for Segment I includes a widened sidewalk/Class I bicycle path on the west side of Pierce Street from the northern City limits to the south end of 555 Pierce Street, four (4) raised crosswalks, and the design of two (2) bus pads with provisions for bus shelters. Segment II of the bicycle project continues south from the south line of 555 Pierce St. along the west side of Pierce Street and then leaves the Pierce Street right-of-way and proceeds through the excess Caltrans property to the intersection of Washington and Cleveland Avenues. From this point, the project is under consideration, but could possibly include a Class I path on the west side of Cleveland Avenue from Washington Avenue to Buchanan Street. The City has held preliminary meetings with Caltrans and explored an alignment for the path through Caltrans property.

The City wishes to proceed with design services for the pavement reconstruction and multiuse path project at this time. These services are to be provided in two phases. The first phase will consist of attending public meetings, providing technical support for the preparation of the environmental document (assumed to be a negative declaration) and preparing 20% plans and estimates for the pavement reconstruction on Pierce Street and the development of the path from the north City line on Pierce Street to Buchanan Street. The second phase of the contract for design services will consist of the preparation of construction documents for roadway rehabilitation from the northerly City limits to the south end of 555 Pierce Street and from Calhoun Street to Buchanan Street (approximately 2605 linear feet, total) and the widened sidewalk/Class I bicycle path on the west side of the street from the northerly City limits to the south end of 555 Pierce Street (Segment I).

It is understood that the City reserves the right to terminate the Consultant Services Agreement with Kimley-Horn Associates upon conclusion of the Phase 1 Services and that no Phase 2 services will commence until a written authorization to proceed with the second phase of the work has been issued by the City.

The following is the scope and fee for this project.

Scope of Services

Phase 1

Task 1 – Project Administration and Management

Lynne Filson will be responsible for the management of each task detailed in this scope of services and will work closely with the City Project Manager and the City's Contract City Engineer, Leptien, Cronin, Cooper, Morris and Poore, Inc. dba LCC (City Engineer) for the duration of the contract. Management activities will consist of scheduling, budget conformance, coordination, project administration, and meeting attendance.

In addition to the scoping meeting held on November 18, 2008, project team meetings will be scheduled and held around key project milestones such as:

- Project kick off. Kimley-Horn and Associates, Inc. (KHA) will meet with the City to discuss design parameters/guidelines etc.
- Meeting with City's environmental Consultant to review exhibits to be provided and included in environmental document (assumed to be a negative declaration).

Up to two (2) meetings have been anticipated for this task.

Deliverables:

- *Up to two (2) meeting agendas*
- *Up to two (2) meeting minutes*

Task 2 – Public Meetings/Coordination and Council Meeting

It is anticipated that one (1) public meeting will be scheduled and noticed by the City during Phase 1 of the project design. KHA will prepare handout materials for City reproduction and wall exhibits.

It is anticipated KHA will attend one (1) City Council meeting during the design segment of the project at approximately the 20% design segment. KHA will prepare handout materials for City reproduction and wall exhibits.

Deliverables:

- *Up to three (3) 11x17 handouts in PDF form*
- *Up to three (3) 36x48 wall exhibits*

Task 3 – Base Mapping

The City will provide topographic survey of the area that will serve as the base map. This map will include street right-of-way, Caltrans right-of-way, and property lines information. It is assumed that all survey requirements will be provided by the City Engineer and, other than coordination, survey services are not included in this proposal.

Task 4 – Project Research, Reconnaissance and Coordination

KHA will obtain readily available sample plans and specifications, Deflection Testing and Analysis of Pierce Street Report, as-built plans, schematic plans of the proposed trail location, proposed typical cross-section, preliminary pavement rehabilitation plans and specifications boiler plate (in Microsoft Word format) from the City.

KHA will rely upon the accuracy and completeness of all documents, surveys, reports, plans, and specifications provided by the client and by others for whom the consultant is not legally responsible. The client acknowledges that verifying the accuracy and completeness of such items is not part of the consultant's Scope of Services.

Task 5 – 20% Plans and Estimate

Kimley-Horn will prepare 20% plans in accordance with the City's policies, procedures, manuals, and standards for the construction contract documents and based on the schematic plans and other documents provided by the City.

Two (2) plan sets will be created: The first plan set (**Plan Set 1**) will consist of the pavement rehabilitation and bicycle facility adjacent to Pierce Street from the northerly City limits to the south end of the Gateway Condominiums and the pavement rehabilitation only from Calhoun Street to Buchanan Street; the second plan set (**Plan Set 2**) will consist of the bicycle facility along the remainder of the Pierce Street (approximately 800 feet) and the trail through the Caltrans property (approximately 1,100 feet) and along Cleveland Avenue (approximately 700 feet).

The format of the plans will be that of the sample plans received from the City during the reconnaissance task with modifications and as agreed upon by the City and Kimley-Horn. The plan sheets will be 24 inches by 36 inches and will generally be 1 inch=20 feet with details generally at 1 inch=10 feet.

The 20% improvement plan set will not contain all of the anticipated plan sheets needed in the construction documents. The 20% Plan Set 1 is anticipated to consist of the following sheets:

Plan Set 1

- (1) Title Sheet – Includes project information, vicinity map, location map, sheet index and contact information

- (2) Sections – Contains typical roadway sections
- (6) Signing and Pavement Marking, Tree Location and Street Lighting Sheets – Shows the installation, relocation and/or removal of signs and pavement markings (4 sheets for the northern portion of the project, 2 sheets for the southern portion of the project), tree locations, and street light locations

(9 sheets for Plan Set 1 are anticipated)

An Engineer’s Opinion of Probable Construction Costs (EOPCC) will accompany the Plans.

Plan Set 2

- (1) Title Sheet – Includes project information, vicinity map, location map, sheet index and contact information
- (2) Sections – Contains typical roadway sections
- (4) Signing and Pavement Marking Sheets and Tree Location – Shows the installation, relocation and/or removal of signs and pavement markings and tree locations
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(7 sheets for Plan Set 2 are anticipated)

An Engineer’s Opinion of Probable Construction Costs (EOPCC) will accompany the Plans.

Deliverables:

- *Up to five (5) full size and five (5) reduced bond plan sets of both the Plan Set 1 and Plan Set 2 plans*
- *Up to ten (10) copies of the EOPCC of both the Plan Set 1 and Plan Set 2 plans*

Phase 2

Task 1 – Project Administration and Management

Management activities will consist of scheduling, budget conformance, coordination, project administration, and meeting attendance.

Project team meetings will be scheduled and held around key project milestones such as:

- After City’s review of Conceptual (20%) Plans. KHA will meet with the City to discuss the conceptual design and set a course for the 65% design.
- After City’s review of 65% PS&E submittal. This meeting will be used to discuss City comments and to verify that the City’s design criteria are being implemented within the project plans.

- After City's review of 100% PS&E submittal. This meeting will be used to discuss City comments and to verify that the City's design criteria are being implemented within the project plans.

Up to three (3) meetings have been anticipated for this task.

Deliverables:

- *Up to three (3) meeting agendas*
- *Up to three (3) meeting minutes*

Task 2 – Public Meetings/Coordination and Council Meeting

It is anticipated that one (1) public meeting will be scheduled and noticed by the City during Phase 2 of the project design. KHA will prepare handout materials for City reproduction and wall exhibits.

Deliverables:

- *Up to three (3) 11x17 handouts in PDF form*
- *Up to three (3) 36x48 wall exhibits*

Task 3 – 65% PS&E

Once the City has provided a set of non-conflicting plan check comments from the 20% Plans and EOPCC submittal, KHA will meet with the City to review any concerns.

Plan check comments and agreed upon changes to the Plan Set 1 will be incorporated into the plans as they are developed to 65% PS&E. Plan Set 1 will be expanded to contain amenities such as hardscape and decorative, raised crosswalks details, minor drainage, street lighting and water stubs to proposed landscape areas. In addition, it will include the upgrading of the existing bus stops with concrete pads and provisions for bus shelters.

For Plan Set 2, general comments will be incorporated into the plan set and resubmitted as the final 20% plans for the City's use in securing funding, etc. Minor changes to the EOPCC will be made and updates resubmitted as the final 20% EOPCC.

KHA will update the detailed design of the Plan Set 1 and the EOPCC and will prepare technical and special provisions. The technical and special provisions will be incorporated into the City Standard Specifications that have been provided by the City.

The 65% Plan Set 1 is anticipated to include of the following sheets:

Plan Set 1

- (1) Title Sheet – Includes project information, vicinity map, location map, sheet index and contact information
- (1) Notes – Contains standard City Engineer’s notes, legend, and abbreviations
- (2) Sections and Details – Contains typical roadway sections, sheet layouts, and details for work described on the plans
- (6) Demolition Sheets – Shows items to be removed or protected (4 for the northern portion, 2 sheets for the southern portion)
- (9) Plan and Profile Sheets – Provides the plan and profile information for the surface and drainage improvements (7 sheets for the northern portion, 2 sheets for the southern portion – plan only)
- (4) Street Lighting Sheets – Provides the electrolier, conduit, and pull box locations with conduction information and details
- (6) Signing and Pavement Marking Sheets – Shows the installation, relocation and/or removal of signs and pavement markings (4 sheets for the northern portion, 2 sheets for the southern portion)
- (2) Irrigation Sheets – Shows the size, location, quantity, and type of irrigation equipment
- (2) Planting Sheets – Shows the location, quantity, size and type of all plant material
- (2) Landscape Detail Sheets – Provide details for both the irrigation and planting systems
- (6) Erosion Control Sheets – Provides erosion control details and locations of erosion control to be addressed during construction (4 sheets for the northern portion, 2 sheets for the southern portion)
- (12) Construction Phasing Sheets – Provides a possible phasing option for the contractor (8 sheets for the northern portion, 4 sheets for the southern portion)

(53 sheets for Plan Set 1 are anticipated)

An Engineer’s Opinion of Probable Construction Costs (EOPCC) will accompany the Plans.

A Plant Palette Exhibit with two (2) images of each plant, tree, and ground cover will be submitted with the 65% plans.

Deliverables:

Plan Set 1

- *Up to five (5) full size and five (5) reduced bond plan sets*
- *Up to ten (10) copies of the special provisions*
- *Up to ten (10) copies of the EOPCC*
- *One (1) Plant Palette exhibit*

Segment 2

- *Up to three (3) full size and two (2) reduced bond plan sets (20% updated)*
- *Up to five(5) copies of the EOPCC (20% updated)*

Task 4 – NPDES Technical Memorandum

KHA understands that the City is attempting to incorporate the goals of the Alameda County Wide Clean Water Act into every project; however, budget constraints dictate what, if any, permanent features can be included. KHA will prepare a Technical Memorandum to identify up to three (3) NPDES options available given the existing topographic and right-of-way conditions and constraints. Per email from the City Engineer on December 12, 2008, the inclusion of NPDES design options into the plans will be considered as additional services and a scope and fee will be negotiated once an alternative has been selected.

Deliverables:

- *NPDES Technical Memorandum*

Task 5 – 100% PS&E

Once the City has provided a set of non-conflicting plan check comments for Plan Set 1 - 65% PS&E submittal, KHA will meet with the City to review any concerns. Plan check comments and agreed upon changes will be incorporated into the 100% PS&E. Unsigned plans and documents will be submitted to the City for a final review and then signed PS&E will be submitted.

Deliverables:

- *Up to two (2) full size and two (2) reduced bond plan sets*
- *Up to four (4) copies of the special provisions*
- *Up to four (4) copies of the EOPCC*
- *One (1) full sized final Mylar plan set*
- *One (1) copy of the final special provisions*
- *One (1) copy of the final EOPCC*

Task 6 – Caltrans Coordination

For the design and construction of Plan Set 1 PS&E (both north and south overlay and Segment II of the bikeway), there is a minimal amount of Caltrans coordination required. It is anticipated, however, that KHA will assist the City with exhibits, alternative Segment II designs, and meeting attendance to forward the progress of the Segment II project. Kimley-Horn has allocated 26 hours to assist the City with Caltrans coordination.

Task 7 – Utility Coordination

It is our understanding that utilities in the vicinity of the Plan Set 1 project have been located and plotted on to the base mapping provided by the City Engineer. Once the 20% plans have been reviewed by the City, KHA will prepare utility notification letters to those utility companies identified by the City as having facilities in the area notifying them of the proposed project and identifying possible conflicts. The plans will show the relocation or modification of City-owned

facilities as part of the project. It is anticipated that other utility companies will design and construct required modifications themselves.

Deliverables:

- *Utility letters to City identified utilities*

Task 8 – Bid and Construction Support/Conform and Record Drawing

KHA has budgeted 111 hours to:

- Attend one (1) pre-bid meeting
- Address questions during the pre-bid segment and, if necessary, prepare up to two (2) addenda to the construction documents. Prepare Conform Drawings (compilation of bid set and addenda)
- Attend the pre-construction meeting
- Review contractor RFI's, shop drawings, and construction staging plans during construction.
- Up to two (2) site visits to review the initial cat tracks for striping and a final job walk-through with the City
- Prepare record drawings based upon marked-up information provided by the contractor.

City initiated changes to the design during construction are not included in this proposal and will be considered additional services.

KHA can provide the City with supplementary tasks during the construction segment of the project (over the 111 hours budgeted) as additional services.

Deliverables:

- *Conform Drawings - One (1) full sized final Mylar plan set*
- *Updated Specs based on Addenda*
- *Record Drawings - One (1) full sized final Mylar plan set*
- *Updated Specs based on Change Orders*

Major modifications to the design after the agreed upon conceptual design will be considered extra work and is not included in this Scope of Services.

The attached table is an estimate of the hours required to provide the services of the various tasks.

Schedule

It is our understanding that the City wishes to have the bid package for Phase 1 completed by the end of June 2009. Barring any unforeseen issues outside of our control, KHA is prepared to meet that schedule. With reasonable plan check times, construction drawings and documents as

outlined in Phase 2 (the north and south roadway reconstruction and Segment I of the bikeway) can be completed by end of August.

Contract

Kimley-Horn reviewed a City agreement in November 2007 and accepts all terms and conditions of the City's AGREEMENT FOR CONSULTANT SERVICES in place at that time, with two (2) exceptions:

Kimley-Horn would like to amend the verbiage of SECTION 6 to read:

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed, or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY *upon full payment of all monies due to CONSULTANT*, and may *not* be *modified*, used, reused, or otherwise disposed of by CITY without permission of the CONSULTANT.

Kimley-Horn would like to amend the verbiage of SECTION 15 to read:

SECTION 15. INDEMNIFICATION.

- (a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITIES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect, and hold harmless INDEMNITEES from and against, any and all liabilities claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees, and disbursements (collectively, "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use property, economic loss or otherwise occurring ~~as a result of or allegedly caused by the CONSULTANT'S performance of or failure to perform any services under this AGREEMENT to the extent arising out of the~~ negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

KHA will need to review a current contract to determine if changes have been made since November 2007, however, KHA has worked with the CITY in the past, and has successfully negotiated similar changes to the CONSULTANT AGREEMENT. We are confident that, should the CITY have concerns with the requested amendments, a dialogue can be established to negotiate the terms to everyone's satisfaction. Based on our past work together, we believe that the negotiation of these requested amendments would not be a detriment to our potential partnership with the CITY for the successful completion of the project.

Fee

The attached tables are an estimate of the fee and hours to provide the services of the various tasks.

Phase 1	\$ 41,542
Phase 2	<u>\$157,038</u>
Total Proposal	\$198,580