

March 5, 2009

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

Subject: Pierce Street Pavement Rehabilitation and Bicycle/Pedestrian Path Project
Environmental Documentation – Proposal for Services

Dear Ms. Chaney:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to provide environmental review services pursuant to the California Environmental Quality Act (CEQA) for the Pierce Street Pavement Rehabilitation and Bicycle/Pedestrian Path Project (project). No federal funding would be requested for the proposed project; therefore, National Environmental Policy Act (NEPA) clearance is not required.

For the purposes of this proposal, it is assumed that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate environmental document. This letter proposal summarizes our understanding of the proposed project, lists the key staff persons who will work on the IS/MND, and discusses the individual tasks that LSA will complete as part of the environmental documentation process.

PROJECT UNDERSTANDING

The City of Albany proposes to rehabilitate the existing pavement on segments of Pierce Street and construct a pedestrian/bicycle path on certain segments of Pierce Street and the adjacent Caltrans property, connecting the Cerrito Creek Trail to the Buchanan Street overcrossing and San Francisco Bay Trail. With the objectives of gaining economies of scale and minimizing disruption to residents during construction, pavement rehabilitation and construction of the pathway on Pierce Street would occur simultaneously.

As part of a separate contract with the City, Kimley-Horn and Associates will complete the design and development of 20% Technical Plans for the pavement reconstruction and development of the path. The proposed project includes development of the following; because of the different design needs and characteristics of the project, the path alignment is divided into two segments.

- New pavement on Pierce Street (from northerly City limits to the south end of 555 Pierce Street; and from Calhoun Street to Buchanan Street);
- 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 (Segment I);
- Four raised crosswalks across Pierce Street;
- Two bus turnouts with provisions for two bus shelters;

- Narrower travel lanes (reduced southbound lane from 20 to 12 feet and northbound lane from 14 to 12 feet); and
- Bicycle/pedestrian path from the south end of 555 Pierce Street, through Caltrans property to the intersection of Washington and Cleveland Avenues, and then possibly across Cleveland Avenue to connect with the Buchanan Street overcrossing (Segment II).

Our project understanding is based on the project background information provided to date and our discussions with City staff. The path location and alignment will be further refined by Kimley-Horn prior to initiation of the environmental review phase of the project.

LSA PROJECT TEAM

LSA has assembled a project team that provides the full range of required expertise to successfully complete the environmental documentation for this project. Primary staff members for this project include the following:

- **David Clore, AICP, Principal**, who will serve as Principal-in-Charge and oversee the project, review all outgoing products, and be available for meetings and hearings. David will be responsible for quality assurance of all work products. David is currently serving as the Principal-in-Charge for the *Albany Village Retail Development Project Focused EIR* and the *Buchanan Street Bicycle/Pedestrian Plan Environmental Documentation* for the City of Albany.
- **Theresa Bravo, Project Manager**, who will serve as the primary author of the IS/MND, prepare the non-technical sections of the EIR, and serve as the day-to-day contact for project-related concerns. Theresa is currently managing the *Buchanan Street Bicycle/Pedestrian Plan Environmental Documentation* for the City of Albany.
- **Meghan Macias, Associate, Senior Transportation Planner**, who will prepare the traffic inputs for the IS/MND. Meghan's primary responsibilities include preparation of technical analyses of land development projects, including comprehensive traffic impacts analyses, traffic operations analyses, and parking studies. Meghan works under the direction of **Tony Petros, Principal**.
- **Dan Sidle, Assistant Biologist**, who will prepare the biological resources inputs for the IS/MND. Dan works under the direction of **Sean O'Brien, Principal**.

The project team will also include staff members to assist in word processing and the preparation of graphics (as necessary). Key staff members, along with current billing rates, and estimated project hours are included in the budget spreadsheet at the end of this proposal.

SCOPE OF WORK

In considering the proposed project and its potential environmental impacts, LSA believes an Initial Study/Mitigated Negative Declaration (IS/MND) is the appropriate environmental document to fulfill the requirements of CEQA. The scope of work for preparation of an Initial Study is discussed below. After completion of the Initial Study, LSA will make a recommendation as to whether the Initial Study will be adequate for environmental review and whether an MND or Environmental Impact Report (EIR) will be necessary.

The following tasks would comprise our work for project compliance with CEQA. This scope is based on the assumption that the project will not result in significant unavoidable environmental impacts and that additional environmental analysis and documentation (beyond an IS/MND) will not be required.

Task A. Project Initiation

LSA will conduct a preliminary site visit and attend the design kick-off meeting with City staff and the design team early on in the process. Upon completion of the Draft 20% Technical Plans for the proposed project, LSA would initiate the environmental review for the proposed alignment. LSA will discuss the alignment with City staff, confirm expectations regarding the tasks to be completed, and gather information and data specific to the project site. LSA will work closely with the City and the Kimley-Horn. The project description will describe the components of the proposed project as well as the environmental setting for the project area.

Task B. Environmental Evaluation

An Initial Study will be prepared in accordance with CEQA and the *CEQA Guidelines* and will utilize the City's Checklist Form (based on Appendix G of the *CEQA Guidelines*). The document will include a detailed project description based on the site plans and other project materials provided by the City and Kimley-Horn, and summarized responses to each of the checklist questions. Based on preliminary review of possible project impacts, we anticipate that biological resources and traffic and transportation will require more detailed investigation and discussion, as described below. It is assumed that Kimley-Horn will provide the necessary data and background information for LSA to prepare the responses to the transportation and circulation section.

Biological Resources. LSA biologists conducted a preliminary site visit to determine whether any biological resources are present in the project area. The site contains mostly non-native grasslands and ornamental trees, including Acacia and Eucalyptus. A few coast live oaks are also present along Pierce Street and Cleveland Avenue. No bird nests were observed in any of the trees, but active bird nests could be present during construction of the path if construction occurs during the nesting season. Segment C appears to be close to the trees along Cleveland Avenue. Construction of a path along this segment could occur within the dripline of the trees and/or involve tree removal. A few shallow depressions with ponded water were observed in the non-native grassland in Segment B between Pierce Street and Interstate 80. Vegetation in the depressions appears to be comprised of upland species including non-native grasses, clover, and bristly ox-tongue. In addition, a constructed ditch with ponded water was observed along Segment C between Cleveland Avenue and the railroad tracks. The ponded depressions and ditch may be subject to regulation under the Clean Water Act and/or the Porter-Cologne Water Quality Control Act. If these features are determined to be jurisdictional, any impacts associated with the project (i.e., fill, disturbance) would require mitigation. This scope of work assumes that an LSA biologist will have full access to the project site (including the Caltrans property) to conduct a more detailed site reconnaissance. LSA biologists will prepare the inputs for the biological resources section of the IS/MND. This scope of work does not include a formal jurisdictional wetland delineation, although this could be added as an optional task, for an additional fee.

Transportation and Circulation. LSA understands that the following issues related to transportation and circulation are of concern and close evaluation of these issues will be required: bicycle, pedestrian, and vehicle safety; potential loss of on-street parking; narrower travel lanes; site distance

and visibility; maintaining moving van and delivery truck parking and unloading; and solid waste pick-up and mail delivery access.

LSA's transportation staff will review the technical analysis and plans prepared by Kimley-Horn to ensure that these documents include the information required to address the transportation and circulation checklist questions. LSA's peer review will also confirm that the study conforms to any applicable City requirements and that the study is prepared using accepted traffic engineering methodologies and procedures.

LSA will draft responses to the IS/MND checklist questions using the data contained in the Kimley-Horn analysis, as well as other pertinent documents such as the *Cerrito Creek Bay Trail Connector Feasibility Study* prepared by Alta Planning & Design (September 2003) and the *Pierce Street Bicycle Facility Assessment* prepared by Wilbur Smith Associates (April 2005). This scope of work is based on the assumption that the technical analyses provided by Kimley-Horn are adequate for incorporation into the IS/MND. In addition, LSA transportation staff will visit the project site to conduct a survey of the physical conditions within the project limits.

Task C. Preparation of CEQA Initial Study/Mitigated Negative Declaration

After completion of the environmental analysis by LSA, if it is determined that an IS/MND will be sufficient to address the environmental impacts of the proposed project, LSA will prepare an Administrative Draft IS/MND for review by the City. After receiving one set of consolidated and non-contradictory comments from the City, LSA will prepare a Screencheck Draft IS/MND for final review. LSA will then submit up to 25 paper copies and 1 digital version of the Public Review Draft IS/MND to the City. In addition, LSA will prepare the Notice of Completion (NOC) and Notice of Intent (NOI) to adopt the MND. It is assumed that the City would be responsible for local noticing and distribution of the IS/MND. LSA will submit these documents to the State Clearinghouse.

After public review, LSA will work with the City to respond to substantive comments received on the IS/MND. LSA will draft a Mitigation Monitoring and Reporting Program (MMRP) and a Notice of Determination (NOD) for the City's use.

Task D. Meetings, Public Hearings and Project Coordination

David Clore and Theresa Bravo will be available throughout the IS/MND preparation period to discuss the project with City staff and strategize about the environmental documentation process. Our cost estimate includes attendance by both David and Theresa at two public hearings and an additional meeting with the project team and/or City staff (in addition to the project kick-off meeting). Meetings beyond these four would be billed on a time and materials basis.

Theresa will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract management; oversight of team members; schedule coordination; and development of products.

PROPOSED SCHEDULE AND BUDGET

As shown in Table 1, the Administrative Draft Initial Study will be available four weeks after completion of the Draft 20% Technical Plans and once we receive authorization to proceed with the environmental review. Please note that this schedule is flexible, and we are happy to work with the City to adapt the schedule to fit ongoing departmental priorities and scheduling.

Table 1: Project Schedule

Milestone	Weeks/Days	Cumulative Weeks
Authorization to Proceed	---	~ April 2009
LSA Prepares Administrative Draft IS/MND	4 weeks	4
City Review Period	2 weeks	6
LSA Prepares Screencheck Draft IS/MND	2 weeks	8
City Review Period	1 week	9
LSA Finalizes and Distributes Public Review IS/MND	1 week	10
CEQA Public Review Period	30 days	14
LSA Prepares Response to Comments	2 weeks	16
City Review Period	1 week	17
LSA Finalizes and Distributes IS/MND	1 week	18

We propose to accomplish the above mentioned tasks on an hourly basis consistent with our Schedule of Standard Contract Provisions and Billing Rates (see Attachment). The estimated total cost for team labor and direct expenses is \$32,660, as detailed in Table 2.

Thank you for requesting a proposal from LSA. If you have any questions regarding this scope of work or budget, please call David Clore or Theresa Bravo at (510) 540-7331.

Sincerely,

LSA ASSOCIATES, INC.



David Clore, AICP
Principal



Theresa Bravo
Planner

Attachment

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**Table 2
Pierce Street Pavement Rehabilitation and Bicycle/Pedestrian Path Project
Cost Estimate**

LABOR COSTS										
PHASE/TASKS	<i>Hourly Rate:</i>	Principal-in-Charge (Clare)	Project Manager (Bravo)	Principal (Petros)	Senior Transportation Planner (Macias)	Principal (O'Brien)	Assistant Biologist (Sidle)	Word Processing (Morris)	Graphics/Production (Linder)	<i>LSA Total</i>
Task A. Project Initiation										
(1) Start-Up Meeting		2	2		2					\$930
(2) Site Visit/Survey		1	1		6		8			\$1,910
(3) Project Description		2	8					1	2	\$1,510
<i>Subtotal</i>		5	11	0	8	0	8	1	2	\$4,350
Task B. Environmental Issue Identification and Analysis										
(1) Biological Resources		1	2			4	18			\$2,595
(2) Traffic and Circulation		2	6	2	16					\$3,720
(3) Environmental Checklist Responses		6	46				2	1		\$5,990
<i>Subtotal</i>		9	54	2	16	4	20	1	0	\$12,305
Task C. Preparation of CEQA Environmental Documentation										
(1) Administrative Draft IS/MND		4	10					4	4	\$2,630
(2) Screencheck Draft IS/MND		2	6					2	2	\$1,410
(3) Public Review Draft IS/MND		1	4							\$605
(4) Respond to Public Comments		2	8	1	4	1	2			\$2,300
(5) Mitigation Monitoring and Reporting Program		1	4							\$605
(6) Notice of Determination			1							\$95
<i>Subtotal</i>		10	33	1	4	1	2	6	6	\$7,645
Task D. Meetings, Public Hearings and Project Coordination										
<i>Subtotal</i>		12	20	0	8	0	0	0	0	\$5,760
TOTAL HOURS		36	118	3	36	5	30	8	8	\$30,060
LSA MISCELLANEOUS COSTS										
1. Deliveries, travel, maps, plans, reports, miscellaneous										\$800
2. Report Printing (assumes 25 Public Draft Documents)										\$1,800
TOTAL MISCELLANEOUS COSTS										\$2,600
TOTAL LSA BUDGET										
TOTAL COST										\$32,660

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about August 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus ten percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. LSA offers a one percent discount on invoices paid within 30 days of the invoice date. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with seven days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

REVOCATION

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

HOURLY BILLING RATES EFFECTIVE AUGUST 2008

Job Classification							Hourly Rate Range*
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$140-275
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$100-190
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$85-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/ Arborist	GIS Specialist	\$70-100
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$30-40
Graphics							\$80-105
Office Assistant							\$55-80
Word Processing/Technical Editing							\$70-95

* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$250 per hour regardless of job classifications.

LSA IN-HOUSE DIRECT EXPENSES

	Unit Cost
Reproduction	\$0.10 per page
Color Reproduction (8.5 x 11)	\$1.00 per page
Color Reproduction (11 x 17)	\$2.50 per page
CD Production	\$5.00 per CD
Plotting	\$5.00 per linear ft.
Mileage Road	\$0.55 per mile
Mileage Off-Road	\$0.70 per mile
GPS Unit	\$100.00 per day
Sound Meter	\$75.00 per day
Aerial Photos	\$200.00 per photo