



January 17, 2020

Mr. Andrew Easterling, PE, TE, PTOE
Traffic Engineer
City of Salinas
201 Lincoln Avenue
Salinas, CA 93901

Re: *Professional Services Agreement – Main Street Design Services During Construction*

Dear Andrew:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Salinas (“Client”) for providing design services during construction for the Main Street project in Downtown Salinas.

Project Understanding:

The City of Salinas will be implementing the improvements outlined within the **City’s Downtown Vibrancy Plan, Streetscape Master Plan for Main Street** and **Design Plans, Specifications and Estimate**, in an effort to, strengthen circulation, parking, and visibility to local businesses. This scope of services provides design services during construction which will implement the design shown in the plans. Consultant assumes an eighteen (18) month total construction and project close-out schedule.

Scope of Services:

Consultant shall provide Design Support During Construction (DSDC) as directed by the City and shall include the following:

Task 1: Project Management and Administration

Consultant will perform project management and quality control/ assurance review along with providing all monthly invoices in a format that matches Attachment A (Cost Proposal).

Task 2: Coordination with Construction Management (CM) Team

Consultant will coordinate with and provide consultation to the City’s Project Manager (City PM) and Construction Manager (CM), via telephone/ email during the construction phase of the project.

Task 3: Construction Progress Meetings

Consultant shall attend, via telephone, up to eighteen (18) construction meetings. It is assumed that each meeting will be two (2) hours long. In addition, the Consultant will attend up to four (4) construction progress meetings, in person, as directed by the City PM and CM, to resolve issues and gain approvals.

Task 4: Review Submittals

At the request of the City PM, the Consultant will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data

which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Submittals reviewed by the Consultant Team and returned to the CM will be marked according to the action categories stated in the project special provisions with an electronic stamp, signature of the reviewer, and date of submittal review. The Consultant Team will review submittals, recommend submittal action, and return submittals to the CM. The Consultant Team will retain one copy of submittal for record-keeping purposes. Submittals will be returned to the City PM and CM within 10 business days of receipt.

Task 5: Respond to Requests for Information (RFI)

As directed by the City PM, the Consultant will review and respond to reasonable and appropriate Contractor RFIs and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City PM.

Task 6: Prepare Design Revisions

Consultant shall prepare revisions to design plans and technical specifications as directed by the City PM. Design revisions will be annotated in a manner directed by the City PM. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant will work with the City PM and CM to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the plans and specifications. Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, informal value-engineering, etc. and will be annotated in a manner directed by the CM. If requested by the City, the Consultant will develop cost estimates to coincide with the proposed changes. Design revisions will be transmitted in PDF file format.

Task 7: Pre-Final Inspection and Final Inspection

Consultant shall attend the Pre-Final Inspection site meeting. Up to four (4) responsible disciplines will attend, inspect and punch list their area of expertise relating to the project. Consultant shall provide a compiled list of all observations noted. Observations will vary depending on the type of work being performed by the contractor, the location, and the contractor's schedule.

Consultant shall attend the Final Inspection site meeting. The responsible disciplines will attend, inspect and verify that the punch items previously identified at the Pre-Final Inspection were properly addressed and/ or corrected. Consultant shall provide a final compiled list of all punch items.

Additional site visits and inspections as directed by the City or CM will be considered an additional service.

Task 8: Record Drawings and Project Closeout

The Consultant will revise the approved design plans for the project, based upon field changes and redline revisions provided by the CM's field superintendent and approved by the City inspector. Plans will be prepared on mylar and processed with the City of Salinas

Assumptions

- Requests for additional services and/or meetings beyond those identified in the Scope and Fee Proposal will be negotiated on a time and materials basis.
- Additional submittals beyond those identified in the Scope and Fee Proposal will be negotiated as an additional service.
- All submittals, RFIs and/or requests by the contractor must be submitted to the Consultant by the City PM or CM. Direct requests from the contractor, if made, will be forwarded, unanswered, to the City PM.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- GIS Services
- Permitting Fees
- Easement Coordination
- Franchise utility studies and/or design
- Construction Staking
- Post-construction corner record survey
- Replacement of existing monuments (disturbed during construction)
- Title report research
- Coordination with property owners
- As-built survey
- Payment of agency fees and deposits (if required, agency fees paid by Kimley-Horn will be reimbursed by the Client)
- Construction Noise and Vibration, Operational Vibration and Traffic Noise Generation studies
- Attendance at Public Hearings and/or preparation of graphics

Schedule

Consultant will complete the services contained in Tasks 1-8 by June 30, 2021. Revisions to the schedule may require additional services.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 on a time and materials (labor fee plus expenses) basis with the maximum labor fee shown below.

Task 1: Project Management and Administration	\$8,370
Task 2: Coordination with Construction Management (CM) Team	\$9,900
Task 3: Construction Progress Meetings	\$20,570
Task 4: Review Submittals	\$22,220
Task 5: Respond to Requests for Information (RFI)	\$22,220
Task 6: Prepare Design Revisions	\$14,200
Task 7: Pre-Final Inspection and Final Inspection	\$15,580
Task 8: Record Drawings and Project Closeout	\$10,040
Maximum Labor Fee	\$123,100
Expenses (Estimated)	\$11,000
Maximum Fee	\$134,100

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to rates shown in **Exhibit A**. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at (602) 906-1154 or randall.kopff@kimley-horn.com.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Randall Kopff
Project Manager

Dennis Landaal, PE
Senior Vice President

City of Salinas Main Street Design Support During Construction (Exhibit A)

1/17/2020

Task Description	Senior Tech. Advisor <i>P8</i>	Senior Professional <i>P7-P6</i>	Professional <i>P5</i>	Analyst <i>P4-P1</i>	Support Staff	Kimley- Horn Hours	Total Cost
	\$260.00	\$245.00	\$205.00	\$130.00	\$90.00		
Design Support During Construction (DSDC)	58	216	132	188	40	634	\$123,100.00
Task 1: Project Management and Administration		18		18	18	54	\$ 8,370.00
Task 2: Coordination with Construction Management (CM) Team		24	12	12		48	\$ 9,900.00
Task 3: Construction Progress Meetings	12	40	18	18	18	106	\$ 20,570.00
Task 4: Review Submittals	12	40	20	40		112	\$ 22,220.00
Task 5: Respond to Requests for Information (RFI)	12	40	20	40		112	\$ 22,220.00
Task 6: Prepare Design Revisions	10	20	20	20		70	\$ 14,200.00
Task 7: Pre-Final Inspection and Final Inspection	8	30	30			68	\$ 15,580.00
Task 8: Record Drawings and Project Closeout	4	4	12	40	4	64	\$ 10,040.00
Expenses (Estimated)	0	0	0	0	0	0	\$11,000.00
Expenses (Estimated)						0	\$ 11,000.00
Sub Total (Rounded to the nearest \$1)	58	216	132	188	40	634	\$134,100.00