

**THIRD AMENDMENT TO THE  
CONTRACTUAL SERVICES AGREEMENT**

**THIS THIRD AMENDMENT** is effective as of this 10<sup>th</sup> day of January 2022 by and between **THE CITY OF UNION CITY**, a municipal corporation, ("City") and **Kimley-Horn and Associates, Inc.**, a North Carolina Corporation ("Consultant"), collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, on July 22, 2019, the Parties entered into a Contractual Services Agreement, C5363 ("Agreement") wherein the Consultant will provide the City with services related to the Union City Boulevard Bike Lanes Project, City Project No. 17-29; and

**WHEREAS**, the Parties have previously entered into the First Amendment, C5439 to the Agreement dated May 26, 2020 to expand the Agreement's scope of work and increase the compensation by \$287,000 (the "First Amendment"); and

**WHEREAS**, the Parties have previously entered into the Second Amendment, C5439b to the Agreement dated October 10, 2021 to expand the Agreement's scope of work and increase the compensation by \$348,000 (the "Second Amendment"); and

**WHEREAS**, the Parties desire to amend the Agreement, as previously amended by the First and Second Amendment, to further clarify the scope of services to be provided by the Consultant; and

**WHEREAS**, the City and Consultant desires to enter into this Third Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

1. The Scope of Work will include the analysis and design of roadway drainage improvements along Union City Boulevard to be performed by Consultant, as set forth in Exhibit A of the Agreement, is hereby amended to include the services contained in Exhibit A of this Third Amendment, attached hereto, and incorporated herein by reference.
2. The first sentence of Section 2 "COMPENSATION" of the Agreement is hereby amended to reflect payment based upon a sum increase of Seventy-Five Thousand Dollars (\$ 75,000). The total compensation under the Agreement including this Amendment shall not exceed a total contract amount of One Million Two Hundred Forty-Seven Thousand Nine Hundred dollars (\$1,247,900). The first sentence shall now read:

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City hereby agrees to pay Consultant a sum not to exceed One Million Two Hundred Forty-Seven Thousand Nine Hundred dollars (\$1,247,900) not withstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

3. All other provisions of the Agreement, as previously amended by the First and Second Amendments, remain unchanged except as modified by this Third Amendment.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

KIMLEY-HORN AND ASSOCIATIONS, INC

By \_\_\_\_\_  
Joan Malloy,  
City Manager

DocuSigned by:  
By Brian Sowers  
F7532B43EE4642E...  
Brian Sowers,  
Vice-President



Attest:

\_\_\_\_\_  
Anna M. Brown  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo  
City Attorney

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## **EXHIBIT A**

### **UNION CITY BLVD. BIKE LANES PROJECT, CITY PROJECT NO. 17-29**

#### **SCOPE OF SERVICES**

#### **FOR ROADWAY DRAINAGE**

##### **I. PROJECT DESCRIPTION**

Union City (City) is preparing a final PS&E package for the Union City Boulevard Bike Lanes Project (Project). The Project proposes improvements along approximately two miles of Union City Boulevard between the City limit line with Fremont and Smith Street/Cambridge Way to add a Class IV bicycle facility. The Project components include construction of a buffered Class II bikeway within the Project limits, median curb reconstruction, roadway widening, intersection improvements, enhanced pedestrian and bicycle crossings, ADA upgrades, signal modifications, and pavement rehabilitation. Kimley-Horn is engaged by the City to deliver the Project's PS&E package. This Project scope as defined below, is based on input gathered from the City meetings that were held between the City and Kimley-Horn staff, and a preliminary review of the Storm Drain system and street flooding sketch provided by the City consultant. This scope of work is limited to Storm Drain analysis and design only.

##### **II. PROJECT SCOPE OF WORK**

###### **Task 1. Preliminary Drainage Analysis:**

This task includes the preparation of one drainage memo to summarize the pre-project and post-project 10-year rainfall event runoff conditions. This preliminary memo is limited to the project area and regional modeling beyond the project limits is excluded.

- Research of readily available drainage reports and related studies
- One site visit to visually observe site drainage conditions
- Coordination with Alameda County Flood Control District (ACFCD) regarding project drainage and existing connections into ACFCD channels
- This task includes up to ten hours of staff time for project related meetings, including conference calls, as requested by the Client
- Preparation of existing and proposed condition drainage maps
  - Drainage areas will be based upon project survey area and readily available topographic data. Offsite tributary area which conveys flow into the project area will be approximate for the purpose of this analysis and noted if further survey and investigations are required.

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- Hydrology calculations based upon rational method for the 10-year storm event following the ACFCD provided spreadsheet. Drainage areas will be limited to the proposed project limits and up to 30 areas are included based upon existing inlets. Computer modeling of the drainage system is excluded from this scope.
- Hydraulic calculations for up to 30 existing inlet laterals and gutter spread based upon manning's equations to be prepared utilizing flowmaster software and summarized in tabular format.
- This task assumes downstream HGL information will be provided by ACFCD or an agreed upon determination by the City
- QC/QA internal review

**Task 1 Deliverables:**

- Preliminary Drainage memo
- Proposed improvement Concept Plan
- Project Invoices

**Task 2. Construction Documents**

Based on the design that was finalized as part of Task 1, 90%, 100%, and Final Design level construction plans, special provisions and an opinion of probable construction cost will be prepared. This task includes two rounds of revisions based upon consolidated agency review comments. The Consultant will perform on-going quality assurance/quality control (QA/QC) review of documents prepared under this Task. The assumptions that are outlined below for each of the sub-tasks are based on preliminary review of the Task 1 concept plan. In the case any of these assumptions do not hold accurate, the scope and fee for the individual sub-task that is based on that assumption will change, work will be stopped, and the change will be brought to the City's attention for review and approval. This task includes up to ten hours of staff time for project related meetings, including conference calls, as requested by the Client.

**2.1. Construction Document Plans:**

The anticipated Construction Documents plan sheets will be 24"x36" and shall include the following sheets listed below. It is understood these construction documents will be included as part of the Bikeway Project PS&E bid package.

**General Notes and Abbreviations** – One plan sheet that includes general notes and a list of City reference drawings utilized throughout the design of the Project. This sheet will include a legend for the plan symbols and a list of abbreviations for the Project plan set.

**Key Map**– A Key Map will be created to illustrate the drainage improvement plan locations with respect to the overall project limits.

**Assumptions:** It is assumed that survey and monument data as provided by the previous consultant is correct. It is assumed that the centerline alignment shown on the previous

consultant's plan is set correctly and does not require major revisions.

**Drainage Plans** – Up to two sheets for plan view construction notes and elevations for new inlet locations and/or modifications to existing inlets. This scope and fee include up to sixteen (16) new or modified inlets will be included in the proposed design.

**Assumptions:** It is assumed that City will provide CAD files for drainage layout and drainage intent/design information. It is also assumed that all dip elevations for the impacted inlets are available from survey data that is provided by the City/previous consultant.

**Storm Drain Lateral Profiles** – Up to two sheets for profile view of new or modified storm drain inlets and laterals.

**Assumptions:** It is assumed that new inlet locations will be adjacent to existing storm drain trunk lines and no new mains, or extensions to existing storm drain mains, are included in this scope. It is understood the lateral refers to the connection from drain inlet to the underground mainline; a mainline refers to the underground storm drain collecting several laterals and conveying to an outlet.

**Construction Details** – Kimley-Horn will prepare construction detail sheets that to include the applicable Caltrans and City standards to the proposed drainage design.

**Assumptions:** It is assumed that no new construction detail sheets will be created and City and/or Caltrans standards will be used.

**Prepare Engineer's Opinion of Probable Construction Costs:** Kimley-Horn will prepare the Engineer's Opinion of Probable Construction Costs, based on the latest design quantity takeoffs and current unit prices from Caltrans cost database and from any latest bid information provided by the City.

**Prepare Special Provisions:** Kimley-Horn will prepare special provisions based on the design. It is assumed that the City will provide all front-end specifications for the Project. The technical specifications will follow 2018 Caltrans Standard Specifications.

**2.2. Final Drainage Memo:** Kimley-Horn will prepare one Final Drainage Report based upon ACFCO and City guidelines. This report will update the conceptual drainage analysis prepared in Task 1 to reflect the proposed design in Task 2.1. This memo will include up to two rounds of consolidated agency review revisions.

The report will include the following:

- Existing and Proposed Drainage Map exhibits
- Existing and Proposed peak storm event hydrology for the 10year and 100year storm events, limited to the proposed project area
- Hydraulic analysis for the existing and proposed drain inlets and underground laterals

Based upon the proposed project area including less than one acre of impervious surface hydromodification is not required. Should the project area be revised an additional scope and

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fee will be required for hydromodification analysis and design. It is understood the post-construction stormwater treatment analysis is prepared per separate contract.

**2.3. Project Management and QA/QC:** Kimley-Horn will follow a structured QA/QC process that will be implemented throughout the life of the Project. The project manager will work with senior staff to establish and implement quality control procedures for design activities for this Project. Senior staff will perform quality control reviews throughout the Project and the project manager will perform quality assurance audits prior to PS&E submittals to the City. The Kimley-Horn design team will perform a constructability review of the 90% design. The review will confirm Project constructability, staging and traffic handling concepts and identify opportunities for cost savings. QC/QA reviews and documentation will be maintained in-house. This task includes ongoing internal project management and monthly accounting for project invoicing.

**Task 2 Deliverables:**

- Design Plan Sheets at 90%, 100%, and Final Design (1 hard copy and 1 electronic copy)
- Final Specifications and Special Provisions at 90%, 100%, and Final Design (1 hard copy and 1 electronic copy)
- Opinion of Probable Construction Cost Estimates at 90%, 100%, and Final Design (1 hard copy and 1 electronic copy)
- Project invoicing

**Additional Services and Assumptions:** Additional services are items that can be provided by LCC, or its subcontractors, but which are not included in the “Scope of Services” outlined above. Additional services will be provided on a “Time and Materials” basis, according to LCC’s prevailing “Rate Schedule,” unless a separate agreement for the work is negotiated. LCC will undertake additional services when requested to do so by the City. A verbal request by the City for additional services shall be considered as direction to LCC to undertake such additional work. Prior to proceeding with any additional services, LCC will send a work order to the City indicating the nature of requested additional services, and an estimate of the fees to be charged for the additional work, subject to approval by the City.

Work items that will be considered “Additional Services” include, but are not limited to the following:

- Reviewing and incorporating comments and mark-ups from the City beyond the submittals indicated
- Regional drainage modeling and drainage analysis beyond the limits of the proposed project
- PS&E for new storm drain main, upsizing existing main, or extensions to existing main
- Preparation of Legal Descriptions and Plat Maps for Easements or ROW dedications.

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- FEMA Documentation including but not limited to CLOMR and LOMR applications
- Additional topographic survey
- Underground utility location and potholing services
- Traffic control
- Construction Staking
- Civil Engineering Services During Bid Phase and Construction Phase

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## EXHIBIT B

### FEE PROPOSAL

Kimley- Horn Project Team for the Roadway Drainage Design will include the following:

- Tyler Whaley, Lead Civil Design
- Sam McWhorter, Quality Control/Quality Assurance
- Mark Falgout, Senior Engineer
- Taylor Thorig, Staff Engineer



CITY OF UNION CITY  
 Attachment B: Fee Estimate  
 December 2021

Task	HOURLY BILLING RATE	QA/QC	Project Manager	Analyst II	Analyst I	Project/ Admin Support	KHA Hours	Total KHA Cost
		\$310.00	\$245.00	\$175.00	\$150.00	\$125.00		
1.0 Preliminary Drainage Analysis		4	31	38	39	4	116	\$ 21,835
1.1 Document research			2	4	4		10	\$ 1,790
1.2 Site Visit			4	4			8	\$ 1,680
1.3 Meetings & Coordination			10				10	\$ 2,450
1.4 Drainage Maps		1	2	10	15		28	\$ 4,800
1.5 Hydrology & Hydraulic Calculations		1	5	10	15		31	\$ 5,535
1.6 Project Management and QA/QC		1	4			4	9	\$ 1,790
1.7 Conceptual Layout for recommended improvements		1	4	10	5		20	\$ 3,790
2.0 Construction Documents		8	49	90	142	10	299	\$ 52,785
2.1 Construction Documents (PS&E)		4	30	80	127		241	\$ 41,640
2.2 Final Drainage Report		2	15	10	15	4	46	\$ 8,795
2.4 Project Management and QA/QC		2	4			6	12	\$ 2,350
	Total Hours	12	80	128	181	14	415	
	Total Labor Cost	\$ 3,720	\$ 19,600	\$ 22,400	\$ 27,150	\$ 1,750		\$ 74,620
	OTHER DIRECT COSTS							
	Direct Expenses (plan production, travel, postcards, postage, etc.)							\$ 250
	TOTAL COST							\$ 74,870