

March 9, 2023
Item No. 7.5.
George Bush Bike Lanes Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract with Kimley-Horn for the design of the George Bush Bike Lanes Project for \$235,000.

Relationship to Strategic Goals:

Core services and infrastructure.

Recommendation(s): Staff recommends approval.

Summary: The project involves the design of separated bike lanes along George Bush Drive between Wellborn Road and Texas Avenue. This section of George Bush Drive has existing bike lanes and this project will convert the bike lanes to separated bike lanes. The design will specifically consider bicycle safety, stormwater management and long-term maintenance costs. The project will also include modifications to existing traffic signals and intersections, as well as the widening of some existing sections of sidewalk where bicycles converge. This project is funded through the Transportation Alternatives Program (TAP) grant and will be let by and managed by the Texas Department of Transportation (TxDOT) during construction. The City of College Station is responsible for the design portion of the work. This design contract includes the production of the plans and specifications and includes environmental requirements specific to TxDOT projects, for \$235,000.

The contract is on file with the City Secretary's Office.

Budget & Financial Summary: A budget of \$750,000 is included in the Streets Capital Projects Fund. A total of \$303,120 has been expended or committed to date, leaving a balance of \$446,880 for this contract and related costs.

Attachments:

1. George Bush Bike Lane Project - KH Scope

EXHIBIT "A"
SCOPE OF SERVICES
GEORGE BUSH DRIVE SEPARATED BIKE LANE DESIGN

Kimley-Horn and Associates, Inc. (the "Consultant") is pleased to submit this Scope of Services to the City of College Station (the "City") to provide professional services for the above referenced project. Our project understanding and scope of services are below.

PROJECT UNDERSTANDING

The project involves the designing of separated bike lanes along George Bush Drive between Wellborn Road to Texas Avenue. This section of George Bush Drive has existing buffer bike lanes, and the project will convert the bike lanes to separated bike lanes that considers bicycle safety, stormwater management and long-term maintenance cost. The project will also include modifications of existing traffic signal and intersections at Dexter Drive/ Coke Street, Timber Street/Bizzell Street, Anderson Street and Texas Avenue. The project also includes localized section of sidewalk widening to provide 8 ft sidewalk where bicycles are expected to exit the bike lanes. This project is funded through Transportation Alternatives Program (TAP) grant and will be let by TxDOT for construction.

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. The conceptual design prepared for the grant application will be treated as 30% design. TxDOT will only require 60%, 90% and Final submittal.
2. Preparation of project manual is not required since this will be let by TxDOT and all the bidding information will be generated using TxDOTCONNECT.
3. City shall acquire any easements required. No new ROW is anticipated.
4. Electrical and franchise utility relocation design is not included.
5. Landscape, hardscape, lighting, and irrigation design is not included.
6. Sub-surface Utility Engineering (SUE) is not included.

SCOPE OF SERVICES

Consultant offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

TASK SUMMARY

1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City and TxDOT staff to confirm project scope, personnel, lines of communication, and schedule.
- 1.2. Project Status Meetings
 - 1.2.1 Conduct up to two (2) virtual review meeting with the City; one (1) at 60%, and one (1) at 90%.
 - 1.2.2 Conduct up to eight (8) virtual progress meetings.
 - 1.2.3 Attend up to two (2) meetings with Texas A&M University (TAMU) Transportation Services to coordinate construction sequencing.
 - 1.2.4 Conduct up to two (2) meetings with adjacent residents to coordinate design elements. It is assumed that these two (2) coordination meetings will correspond with other trips on the project.
 - 1.2.5 Prepare agendas and attendance log for meetings; minutes, including discussion and action items for review and distribution.
- 1.3. Prepare and e-mail monthly progress reports to the project team (City PM and Consultant's Staff).
- 1.4. Project Administration

- 1.4.1 Prepare project correspondence.
- 1.4.2 Prepare invoicing documents.
- 1.4.3 Maintain and update project schedule.
- 1.5. Quality Assurance/Quality Control (QA/QC)
 - 1.5.1 Establish quality control procedures for the project.
 - 1.5.2 Assign QA/QC Manager and Peer Review roles.
 - 1.5.3 Perform quality control reviews for the following submittals:
 - 60% PS&E Design Submittal
 - 90% PS&E Design Submittal
 - Final PS&E Submittal

2. Preliminary Investigation

- 2.1. Data Collection and Record Research

Consultant shall request all available record information along the proposed project corridor from the City, TxDOT, franchise utilities and other agencies with facilities within the project corridor.

 - 2.1.1 Gather existing survey and topographic data. Topographic survey will be completed in accordance with the surveying requirement for the CITY dated February 13, 2020.
 - 2.1.2 Gather existing aerial photographs.
 - 2.1.3 Gather existing water, sanitary sewer and storm sewer record drawings.
 - 2.1.4 Gather existing and proposed paving, utility and development plans from City, and franchise utilities.
 - 2.1.5 Gather existing development plans.
 - 2.1.6 Gather existing plat information.
 - 2.1.7 Collect property owner and record information.
 - 2.1.8 Gather existing right-of-way and easement information.
 - 2.1.9 Gather existing franchise utility record information.
 - 2.1.10 Organize record information into project database.
 - 2.1.11 City Maps – Bike, MTP, etc.
- 2.2. Site Investigation
 - 2.2.1 Walk roadway corridor.
 - 2.2.2 Document with photographs
 - 2.2.3 Identify potential conflicts and issues.

3. Design Survey

- 3.1. Utility and Property Owner Coordination
 - 3.1.1 Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - 3.1.2 Prepare a notification to residents regarding survey of right-of-way and driveways on private property.
- 3.2. Topographic Survey
 - 3.2.1 The limits of the survey will be limited to the areas where traffic signal and intersection improvements will be required. The survey at the intersection will include 50 ft from curb returns at Timber Street. Anderson Street and Texas Ave Intersections. The remaining corridor will utilize the aerial images to provide separated bike lane design.
 - 3.2.2 Set control points (X,Y,Z) on the ground based on City monumentation.
 - 3.2.3 Prepare topographic design survey of the right-of-way showing existing visible elements and cross-sections at 50-foot intervals and major breaks.
 - 3.2.4 Survey existing driveways outside right-of-way limits for grade tie in elevations.
 - 3.2.5 Survey flow lines of sanitary and storm manholes and storm culverts are not included.
 - 3.2.6 Prepare a final topographic drawing in digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information in accordance with the City Mapping Requirements dated May 2010, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

4. Roll Plot Submittal (30%)
 - 4.1. Incorporate Task 3 Design Survey into the previously submitted conceptual design for the grant application.
 - 4.2. Establish project boundaries for use in environmental checklist.
 - 4.3. Utilize roll plot in stakeholder coordination in Task 1.
5. **Preliminary Design (60%)**
 - 5.1. Preliminary Design

The preliminary design will consist of following:

 - 5.1.1 Prepare plans for separated bike lanes.
 - 5.1.2 Prepare plans for paving improvements, sidewalk and ramp design.
 - 5.1.3 Prepare plans for traffic signal modifications. Traffic signal modifications plans will include replacement of pedestal poles, push buttons and curb ramps as necessary to be designed in accordance with ADA and TAS requirements.
 - 5.1.4 Prepare typical sections
 - Existing and Proposed
 - Preliminary subgrade and pavement design
 - 5.1.5 Traffic Control Plans
 - Traffic Control Plans will be provided using TxDOT traffic control standards.
 - Coordination with TAMU Transportation Services for bus routing plan
 - 5.1.6 Pavement Markings and Signage Plans
 - Prepare pavement markers and striping layouts in accordance with City/ TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable City/TxDOT standard details. Modify standard details as needed.
 - Signing layout and design
 - 5.2. Preliminary Plan Preparation
 - 5.2.1 General Sheets (cover sheet, location map, sheet index, general notes, list of abbreviations, and legend).
 - 5.2.2 Project Control.
 - 5.2.3 Standard Details.
 - 5.2.4 Temporary Erosion Control.
 - 5.2.5 SW3P and EPIC sheets
 - 5.2.6 Complete TxDOT Environmental Review Checklist
 - 5.3. Preliminary Plan Preparation
 - 5.3.1 Prepare (11"x17") Plan sheets at a 1"=40' horizontal scale.
 - 5.3.2 Plan view of the base map shall have all existing above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information for the areas of paving improvements.
 - 5.3.3 Separated bike lanes with no paving work will show the aerial image and design details for the vertical separation measure to be installed.
 - 5.3.4 Site verification of preliminary design.
 - 5.4. Compile and prepare an Opinion of Probable Construction Cost (OPCC) for the entire project using recent average unit bid prices from TxDOT which are representative of similar types of construction in the local area. The OPCC will be completed in TxDOTCONNECT platform used by TxDOT.
 - 5.5. Preliminary design submittal (60%)
 - 5.5.1 Submit electronic copy to the City/TxDOT for review and comment.
 - Submittal shall include preliminary design plans at – 11"x17" which will include:
 - Cover sheet
 - Index sheet
 - General Notes sheets
 - Estimate and Quantity sheets
 - Summary of Quantities sheets

- Project Control sheet
 - Typical Sections sheets
 - Preliminary removal sheets
 - Preliminary roadway plan sheets (10)
 - Traffic signal Modifications Layout sheets (4)
 - Traffic signal Charts Sheets (8)
 - Preliminary pavement marking and signage sheets (2)
 - Preliminary traffic control sheets (5)
 - Preliminary erosion control sheets (2)
 - SW3P sheet and EPIC sheet
 - Standards
 - OPCC
- 5.6. Review Meeting
- 5.6.1 Attend one (1) meeting with City staff to review the preliminary design comments.

6. Final Design

- 6.1. Incorporate and/or respond to the TxDOT and City's preliminary design submittal review comments one (1) round of comments anticipated in proposed effort.
- 6.2. Incorporate and/or respond to the franchise utilities' preliminary design submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 6.3. Prepare final general notes and details.
- 6.4. Prepare final special technical specifications.
- 6.5. Prepare updated OPCC in accordance with TxDOT standards.
- 6.6. Final design submittal (90%)
- 6.6.1 Submit electronic copy to the TxDOT and City for review and comment on TxDOT electronic portfolio format.
- 6.6.2 Submittal shall include the following:
- Final design plans of the sheets listed in Task 4 at – 11"x17"
 - Special provisions, bid tab and technical specifications (for inclusion into the standard contract documents prepared by the City).
 - OPCC in accordance with TxDOT standards.
 - TxDOT Form 1002
 - TxDOT Form 1814 as necessary
 - TxDOT Form 2229
 - TxDOT Form 2699
 - Construction Duration Estimate
- 6.7. Review Meeting
- 6.7.1 Attend one (1) meeting with TxDOT and City staff to review the final design (90%) comments.
- 6.8. TDLR Submittal Preparation
- 6.8.1 The Consultant will assist the City with submittal of the project to a Registered Accessibility Specialist. The Consultant will provide the City with one (1) full size set of plans and a completed project registration and submittal form.
- 6.9. Incorporate the final design (90%) submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 6.10. Bid Document Submittal (100%)
- 6.10.1 The Consultant will prepare one bid package in TxDOT electronic portfolio format.
- 6.10.2 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
- One (1) – copy of final design submittal in electronic PDF format.

7. Right-of-Way and Easement Documents

- 7.1. Prepare up to two (2) easement instruments (narrative and graphic exhibits of easements required for drainage, City utilities, temporary construction, etc.).

- 7.1.1 Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
- Parcel number
 - Area required
 - Area remaining
 - Legal description
 - Current owner
 - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
 - All physical features
 - Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.

8. Bidding Phase Services

- 8.1. Provide assistance to the City/TxDOT during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 8.2. TxDOT will handle the letting process.

9. Environmental Clearance

- 9.1. Modifications to TxDOT right-of-way as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts to any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. CONSULTANT will perform and document a CE for each project as presented below.
- 9.2. The Consultant will complete TxDOT Environmental Checklists, EPIC and SW3P sheets and prepare KMZ file for design and location and area of easement and disturbances to be submitted to TxDOT.
- 9.3. *Scoping Assessment:* This task is intended to assist the CITY in securing the appropriate scope determination from TxDOT for the proposed project. CONSULTANT will do the following to complete the scoping assessment:
- 9.3.1 Organize a kickoff call with TxDOT and CITY for a project kick-off to review project and schedule.
- 9.3.2 Complete TxDOT Scope Development Tool (SDT) (or TxDOT District equivalent) to identify required actions that need to be entered into a Project Scope Form. Outcome of SDT form will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project level decisions regarding required actions and/or findings generated by the SDT.
- 9.3.3 The SDT will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.
- 9.4. CONSULTANT will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as detailed in the executed Project Scope Form.
- 9.5. *Studies, Reports, and Coordination:* As determined by the results of the Scoping Assessment, CONSULTANT will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. CONSULTANT will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, CONSULTANT anticipates performing the following at a minimum:
- 9.5.1 Species Analysis and Species Analysis Form
- 9.5.2 Surface Water Analysis
- 9.5.3 HazMat ISA

- 9.5.4 Notice and Opportunity to Comment Document
- 9.6. *Studies excluded, and not anticipated to be required for the proposed project include following.* If these studies (or others) are required, it will be provided under additional scope.
 - 9.6.1 Noise modeling
 - 9.6.2 Air quality modeling/monitoring

10. Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the City. The budgeted fee for this task is based upon approximately 40 hours of labor. Additional services beyond the hours budgeted will be an additional service outside the scope of this contract.

- 10.1. Pre-Construction Conference
 - 10.1.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- 10.2. Visits to Site and Observation of Construction (maximum of 16 site visits)
 - 10.2.1 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 10.3. Recommendations with Respect to Defective Work
 - 10.3.1 Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 10.4. Clarifications and Interpretation
 - 10.4.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- 10.5. Change Orders
 - 10.5.1 Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 10.6. Shop Drawings and Samples
 - 10.6.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which 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.
- 10.7. Substitutes and "or-equal"
 - 10.7.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 10.8. Inspections and Tests

- 10.8.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- 10.9. Disagreements between City and Contractor
- 10.9.1 Consultant will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith.
- 10.10. Applications for Payment
- 10.10.1 Review of applications for payment are not included in this scope.
- 10.11. Substantial Completion
- 10.11.1 Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- 10.12. Final Notice of Acceptability of the Work
- 10.12.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant. Consultant will attend one (1) year warranty walk through with Contractor and City at the City's request.
- 10.13. Limitation of Responsibilities
- 10.13.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Information to be provided by the City

The City shall provide all information and criteria as to the City's requirements, objectives, and expectations for the project including all design criteria that are to be met and all standards of development, design, or construction. Specific information to be provided by the City includes:

- Existing water, sanitary sewer, paving, traffic signal and drainage record drawings

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Preparation of a detailed Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of additional easement documents.
- Preparation of environmental documents. The scope included completing environmental checklist, EPIC and SW3P sheets and providing disturbance and easement area.

- Redesign to reflect project scope changes requested by the City, required to address changed conditions, or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor.
- "Value engineering" after bidding.
- SWPPP inspections / coordination.
- Any services not listed in the Scope of Services.

- End of Scope of Services –

EXHIBIT 'B'
GEORGE BUSH DRIVE SEPARATED BIKE LANE DESIGN
FEE SUMMARY

Payment to the Consultant will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the Consultant for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below and phase of services (Design, Bid, Survey, etc.).

B. Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below. Upon completion of services enumerated in Attachment A, Scope of Services, the final payment of any balance will be due upon receipt of the final invoice.

Design Services

1. Project Management	\$16,500 (LS)
2. Preliminary Investigation	\$3,000 (LS)
3. Design Survey	\$16,500 (LS)
4. Roll Plot Submittal (30%)	\$5,000 (LS)
5. Preliminary Design (60%)	\$87,000 (LS)
6. Final Design (90% and Final)	\$62,000 (LS)
7. Easement Documents	\$3,000 (HR)
8. Bidding Phase Services	\$3,000(LS)
9. Environmental Clearance Services	\$30,000 (HR)
10. Construction Phase Services	\$6,000 (HR)
11. Record Drawings	\$3,000 (LS)

Total Lump Sum Fee: (Task 1- Task 6, Task 8, and Task 11)	\$196,000
Total Hourly Fee: (Task 7, Task 9 and Task 10)	\$39,000
Total Design Fee	\$235,000