

RESOLUTION NO. 22-154

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Professional Services Contract In The Amount Of \$2,198,806.84 With Diablo Engineering Group For Professional Design Consultant Services For The 40th Street Transit-Only Lanes And Multimodal Enhancements Project, (CIP Project T-13)

WHEREAS, on August 19, 2022, the Public Works Department invited bid submittals from various civil engineering firms for “Professional Design Services for the 40th Street Transit-Only Lanes And Multimodal Enhancements Project”; and

WHEREAS, on September 23, 2022, the City received proposals from two consultant teams where both teams demonstrated detailed understanding of the project at-hand, compiled strong teams, formulated well thought-out approaches to the project, and showed ample technical expertise from past projects; and

WHEREAS, City staff was most comfortable with the approach, experience, and understanding of the City’s needs from Diablo Engineering Group; and

WHEREAS, after notifying all proposers of the results, City staff entered into negotiations with Diablo Engineering Group following Local Assistance Procedures Manual (LAPM) guidelines where minor scope changes were incorporated into the original proposal, and this has been incorporated into the task breakdown summary as shown in Exhibit A (Scope of Work) of the Professional Services Contract; and

WHEREAS, City staff recommends executing a Professional Services Contract with Diablo Engineering Group with an expiration date of June 30, 2025 to ensure that this consultant provides full support during the design and bidding phases for the Project; and

WHEREAS, City staff has determined that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, City staff has determined that Diablo Engineering Group is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services and has proposed to provide these services for a total amount not to exceed \$2,198,806.84; and

WHEREAS, the public interest will be served by this Professional Services Contract; and

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PSC with Diablo Engineering Group (40th Street Multimodal Design)
City Council Meeting | November 15, 2022
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WHEREAS, the Project has adequate budget, and the contract shall be funded as follows:

40th-San Pablo Transit Hub and 40th Street Reconstruction Project (CIP Project T-13)	Fund 254 (Alameda CTC)	\$2,000,000
40th-San Pablo Transit Hub and 40th Street Reconstruction Project (CIP Project T-13)	Fund 254 (ATP Cycle 5)	\$1,374,000

; now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to execute a Professional Services Contract with Diablo Engineering Group in the form attached hereto as Attachment A, for a total contract amount not to exceed \$2,198,806.84.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, November 15, 2022, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Medina and Council Members Donahue, Martinez, and Welch
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____

DocuSigned by:
John Bauters
C7389549E2C9458...
MAYOR

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
April Richardson
3AF9F67CE1284D8...
CITY CLERK

DocuSigned by:
Christie Crowl, as Acting City Attorney
526E58613741458...
LEGAL COUNSEL

ATTACHMENTS

- Exhibit A – Professional Services Contract with Diablo Engineering Group



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is effective as of _____ (the “Effective Date”), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **DIABLO ENGINEERING GROUP** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for Professional Design Services on the 40th Street Transit-only Lanes and Multimodal Enhancements Project; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

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

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 *Project Description*

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 *Services*

The services to be completed under this Contract (“Services”) are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

1.3 *Schedule and Completion Date*

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **JUNE 30, 2025**. The Parties may, by mutual, written consent, extend the term of this Contract.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 Additional Work Changes

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO MILLION, ONE HUNDRED NINETY EIGHT THOUSAND, EIGHT HUNDRED AND SIX DOLLARS AND EIGHTY FOUR CENTS (\$2,198,806.84)**, except as outlined in Section 2.3 above.

The compensation for Services performed shall be as set forth in **Exhibit A**.

Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 *Assignment of Contract*

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 *Responsibility of Contractor and Indemnification of City*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 *Independent Contractor*

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is **required** / **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$17.48 PER HOUR** (which is subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance, as set forth in Chapter 37 of Title 5 of the Emeryville Municipal Code, to the extent it is applicable.

4.14 California Labor Requirements

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

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- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Ryan O’Connell** for the City and **Jennifer Harmon** for the Contractor:

CITY	CONTRACTOR
Ryan O’Connell, Senior Civil Engineer Phone No: 510-596-4346 E-Mail : roconnell@emeryville.org	Jennifer Harmon, President/CEO Phone No: 510-550-8959 E-Mail : Jennifer@diabloengineeringgroup.com

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
<p>Mohamed Alaoui, PW Director 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4341 E-Mail : mohamed.alaoui@emeryville.org</p> <p><i>with a copy to:</i> Ryan O'Connell, Senior Civil Engineer 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4346 E-Mail : roconnell@emeryville.org</p>	<p>Jennifer Harmon, President/CEO 1300 Clay Street, Suite 600 Oakland, CA 94612 Phone No: 510-550-8959 E-Mail : Jennifer@diabloengineeringgroup.com</p>

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is **required** / **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract
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19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy

2C834D02DB55407...
City Attorney

Dated: **CITY OF EMERYVILLE**

City Manager

Dated: **DIABLO ENGINEERING GROUP**

DocuSigned by:
Jennifer Harmon

738D58F748F049E... (Signature)
Jennifer Harmon, President/CEO

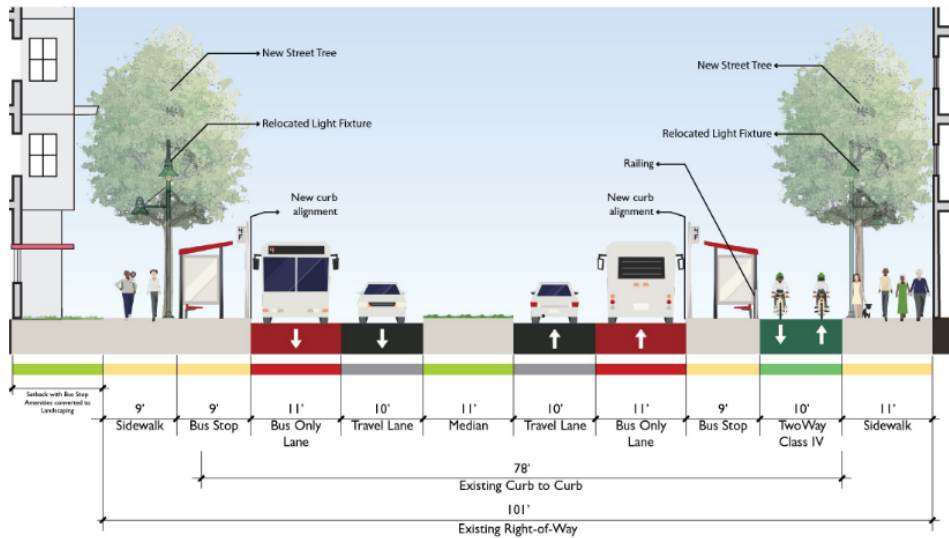
10/28/2022

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>
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City of Emeryville

Proposal for 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Bus hub mid-block between Adeline Street and San Pablo Avenue (Looking west)



September 23, 2022

Submitted To:

Ryan O'Connell
 Senior Civil Engineer
 City of Emeryville
 1333 Park Avenue
 Emeryville, CA 94608



DIABLO ENGINEERING GROUP
 1300 Clay Street, Suite 600
 Oakland, CA 94612



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project



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PROPOSAL

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APPENDIX – RESUMES (Key Project Team Members)





Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Cover Letter

Diablo Engineering Group

1300 Clay Street, Suite 600

Oakland, CA 94612

Jennifer@diabloengineeringgroup.com

(510) 550-8959

September 23, 2022

Ryan O'Connell
Senior Civil Engineer
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Subject: PROPOSAL – 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Dear Mr. O'Connell:

Diablo Engineering Group (Diablo) is excited to provide this proposal for the City of Emeryville 40th Street Transit-Only Lanes and Multimodal Enhancements Project. Diablo Engineering Group is a Civil Engineering company that was founded in the City of Oakland on September 27, 2014, as a corporation, tax identification number 47-1437252, by Jennifer Harmon, PE and Garrett Gritz, PE. Bringing collectively over 50 years of experience, services are primarily associated with the planning and preparation of final design plans for civil engineering and transportation engineering focused infrastructure improvements, with a special emphasis on delivering expert project management and program management services to public agencies throughout Alameda and Contra Costa counties. Jennifer and Garrett have vast transportation planning and final design engineering experience, including managing multi-agency and multi-discipline teams of consultants through the design and approval processes. Foundational to the services provided by Diablo are delivering clients with exceptional personal service. Diablo is excited about the opportunity of delivering our expertise and personal service to the City of Emeryville. Diablo will be able to strongly support the City of Emeryville with the proven approach of organization, responsiveness, and attention to detail. The work will be performed at the primary office location, 1300 Clay Street, Suite 600, Oakland, CA 94612. The primary contact is Jennifer Harmon per this letterhead.

Diablo Engineering Group has included four highly qualified and strategic subconsultant partners on the team. Ms. Harmon has very recently managed this same team on the Lakeside Drive and Lake Merritt Boulevard Cycletrack Project and the East Bay Greenway Segment II Project, both for the City of Oakland. Members of this team have already earned an excellent reputation of working collaboratively with City of Emeryville team members recently on the 40th Street and San Pablo Bus Hub and Complete Streets Redesign and the Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets Projects. Please see the representative projects as well as the individual resumes to understand how this local team has been working very closely together. This entire team is also comprised of Alameda County local businesses, two Alameda County Transportation Commission (Alameda CTC) local certified businesses and two Alameda CTC very small local certified businesses. Further, Diablo is one of the Alameda CTC certified very small local business No. DIA20200326-03, so we will have no problem meeting their small local and local goals if this need arises.





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Jennifer and Garrett have learned firsthand the importance of promoting and implementing win-win partnerships between clients, strategic partners and community members. These effective partnerships, combined with technical and personal communication across a project team, create the necessary synergy and teamwork that are needed to complete successful projects. The Diablo Team has successfully delivered numerous planning and design services associated with:

- ✓ Designing pedestrian and bicycle facilities
- ✓ Streetscape designs, including C.3 landscaping
- ✓ Preparing precise grading/improvement plans
- ✓ Performing/facilitating community engagement meetings
- ✓ Designing new or modified traffic signal designs
- ✓ Designing street and pedestrian lighting and photometric analysis

As well, the Diablo Team has managed supporting subconsultants with expertise in environmental clearance, surveying, right of way, topographic mapping, soil investigation and geotechnical analysis.

I am an avid cyclist, often riding throughout Contra Costa and Alameda County and have worked closely with Bike East Bay on controversial challenges on various projects, including Detroit Avenue Complete Streets, 880 North Safety Improvements Project At 29th and 23rd Avenues, and City of Oakland Broadway/Keith Avenue to Golden Gate Way Bike/Pedestrian Project. From the perspective of the cyclist alone, these projects could have made additional improvements specifically for cyclists, however, safety for all users, including pedestrian, vehicular traffic and transit must also be closely weighed. I understand the concerns of various street users and am intimately familiar with current Caltrans, AC Transit, NACTO and MUTCD guidance. I have been in challenging conversations with bicycle advocates, and in the end, collaboration prevailed by balancing safety and operational improvements for all modes of mobility.

As Principal, Jennifer Harmon is authorized to negotiate on behalf of Diablo Engineering Group and to sign any contract that may result from this proposal. I have received the Questions and Answers to the RFP dated September 15, 2022.

We appreciate the opportunity to submit our proposal for 40th Street Transit-Only Lanes and Multimodal Enhancements Project. Please contact me at (510) 550-8959, Jennifer@diabloengineeringgroup.com for any communication regarding this proposal and/or interview process, as necessary.

Sincerely,

Diablo Engineering Group

A handwritten signature in blue ink, appearing to read "Jennifer Harmon".

Jennifer Harmon, P.E.
President and CEO



TEAM/FIRM QUALIFICATIONS

Diablo Engineering Group is a Civil Engineering company that was founded as a corporation in 2014 by Jennifer Harmon, PE and Garrett Gritz, PE. Diablo Engineering Group provides engineering services that are primarily associated with public works projects for local agencies, with a special emphasis on delivering expert project management and program management services to public agencies throughout Alameda and Contra Costa counties. Jennifer and Garrett have vast transportation planning and final design experience in Federal Aid projects, including the management of complex City, State and transit, multi-year, multijurisdictional highway and roadway design improvement projects. In particular, they are both well versed in planning and designing local complete streets improvement projects, supporting local agencies in delivering environmental compliance documents, and working with community groups to design pedestrian and bicycle street improvements. Diablo Engineering Group has been in business for eight years and has four full time staff, including three who work in the Oakland office.

While Diablo Engineering Group is a Very Small Local Business certified with the Alameda County Transportation Commission, Diablo has successfully led large multidiscipline teams to deliver upon high profile projects. Diablo has assembled a highly qualified and multidiscipline team to provide the City of Emeryville with the services needed to successfully complete the 40th Street Transit-Only Lanes and Multimodal Enhancements Project. Jennifer and Garrett have worked closely with these sub-consultant firms for many years on numerous projects, including projects specifically for Alameda County cities. The following four sub-consultants are part of the Diablo Engineering Group team: MNS (Civil Engineering Design Support), Fehr & Peers (Traffic analysis, Signals, Lighting), Community Design + Architecture (Public Outreach and Landscape Architecture), and NCE (Environmental Clearance and Pavement Design). Together, this team has the expertise and resources to meet the City of Emeryville's quality and schedule expectations. As well, this team has a proven reputation of forming excellent partnerships together with public agencies in the delivery of improvement projects that benefit our local communities.



- Community Outreach
- Interagency Coordination
- CEQA/NEPA Environmental Document Coordination
- C.3 Compliance
- Federal Aid Projects
- Caltrans Coordination
- Design Topographic Survey
- Right-of-Way Mapping
- Geometric Analysis
- Complete Streets Solutions
- ADA Compliance
- Complete PS&E Packages
- Preliminary /Final Cost Estimates
- Utility Relocation/Coordination
- Stage Construction/ Detours
- Landscape Architecture

OFFICE LOCATION

All services provided by Diablo Engineering Group will be managed by Jennifer Harmon, PE from the Diablo Oakland office, located at 1300 Clay Street, Oakland, CA 94612. Jennifer will be supported by Mr. Garrett Gritz, PE. Garrett and Jennifer have continuously worked together for over 20 years and have an excellent partnership that benefits clients and sub-consultants.

Jennifer has managed several projects specifically in Alameda County over the past 10 years and has consistently delivered community outreach, design solutions, and final bid documents for both simple and complicated projects within highly constrained schedules and budgets. This proven responsiveness and ability to work side by side with the City is especially beneficial when delivering complex projects. As she has done successfully before, Jennifer will manage our project teaming partners.





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Client satisfaction and earning a consistent repeat client base is a true measure of the demonstrated excellence of a firm. Our clients themselves provide a more visible testimony of our demonstrated enthusiasm, competencies, and creativity.

CITY OF OAKLAND Lakeside Drive and Lake Merritt Boulevard Cycletrack Project, Oakland, CA

<p>Reference: Jay Zhang, PE, TE, QSD Project Manager – OakDOT City of Oakland 250 Frank H Ogawa Plaza, Ste 4314 Oakland, CA 94612 (510) 238-2943 jzhang@oaklandca.gov</p>	<p>Value of Services: \$798,000 including construction support services Budget Performance: The project has been within the overall budget, even with budget shifts due to scope modifications. Year(s) Work Performed: 2021 to Present. Achieved Design Schedule. Waiting on final direction from City. Construction Cost: \$5.7M</p>
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Team Members: Jennifer Harmon (Project Engineer and Project Manager), Garrett Gritz (QA/QC), Aleksandra Torbica (Project Designer)

Subconsultants: Fehr & Peers (Rob Rees), Community Design + Architecture (Connie Goldade), NCE (Environmental, Geotechnical & Hazardous Materials), Mountain Pacific Surveys, Exaro (Potholing)

Services: *Pedestrian Improvements, Bicycle Cycletrack, Traffic Analysis, Pedestrian Lighting and Signal Modifications, ADA On-street Parking Analysis, C.3 Landscaping, Pavement Design and Bus Only Lane*

Project Description and Location:

Under an on-call contract for the City of Oakland, Diablo Engineering Group lead the Team that prepared 35% Conceptual Design Plans, environmental assessment, pavement design, final Plans, Specifications, and Estimates (PS&E) for improvements along Lakeside Drive and Lake Merritt Boulevard in the City of Oakland. The proposed work required approval from AC Transit as this project incorporated a bus only lane. This is an important route connecting to AC Transit's new bus rapid transit facilities on International Boulevard.

Goals of the project were to add traffic calming measures with the road diet, improve the pavement conditions, incorporate cycletrack facilities, and incorporate on-street ADA accessible parking into the project. The City's ADA Coordinator had been hearing many complaints about the limited consideration for on-street ADA accessible parking involved in bicycle facilities projects and had many concerns about handicap community member's being able to properly access the sidewalks with parking across from the protected bicycle facilities.

Given the community desire to quickly see improvements and the opportunity to incorporate all of the project goals through the City's paving program, the City wanted construction documents ready within six months to get the project constructed in summer of 2022. The City's Bicycle & Pedestrian Program reviewer personally sent Ms. Harmon a note saying, "Really appreciate all you and the team's work on this complex project!"





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CITY OF OAKLAND East Bay Greenway Segment II (Seminary Avenue to 69th Avenue), Oakland, CA

<p>Reference: Si Lau, PE Supervising Civil Engineer – OakDOT City of Oakland 250 Frank H Ogawa Plaza, Ste 4314 Oakland, CA 94612 (510) 238-6105 slau@oaklandca.gov</p>	<p>Value of Services: \$453,000 including construction support services Budget Performance: The project is under budget. Year(s) Work Performed: 2020 to Present. Achieved Design Schedule. Waiting on final Federal Transit Administration (FTA) Categorical Exemption (CE) and BART permit. Construction Cost: \$4.0M</p>
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Team Members: Jennifer Harmon (Project Engineer and Project Manager), Garrett Gritz (QA/QC), Aleksandra Torbica (Project Designer)

Subconsultants: Fehr & Peers (Rob Rees), Community Design + Architecture (Connie Goldade), NCE (Hazardous Materials), Mountain Pacific Surveys, ICF (Environmental), Exaro (Potholing)

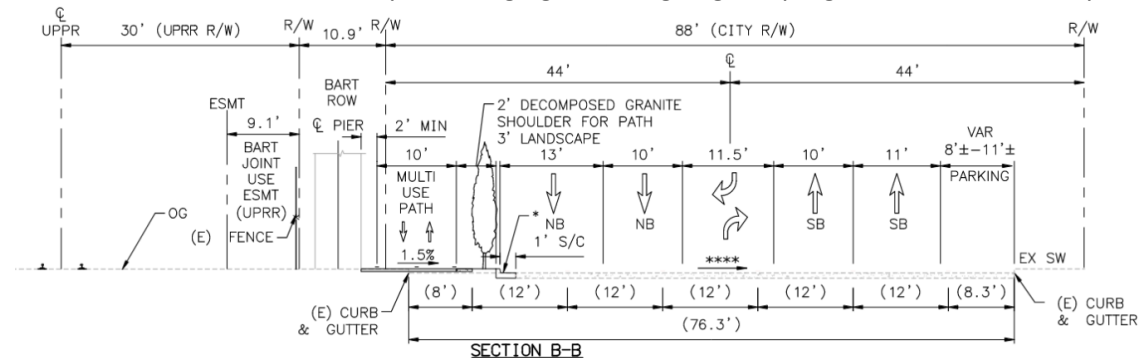
Services: *Pedestrian Improvements, Multi-use path, Traffic Analysis, Pedestrian Lighting and Signal Modifications, Landscaping and hazardous materials handling plan and specifications*

Project Description and Location:

Under an on-call contract for the City of Oakland, Diablo Engineering Group lead the Team that prepared 35% Conceptual Design Plans, special Federal Transit Administration (FTA) categorical exemption (CE) environmental assessment, hazardous materials investigation and findings, utility locating and potholing, final Plans, Specifications, and Estimates (PS&E) for improvements along San Leandro next to the BART tracks in the City of Oakland. The proposed work required approval from FTA and BART. This is an important second segment to the East Bay Greenway that will ultimately connect to the Bay Trail. The nature of this East Bay Greenway project has many similarities to the City of Emeryville 40th Street project.

Goals of the project were to provide a protected multi-use path along San Leandro Street between Seminary Avenue and 69th Avenue adjacent to the Coliseum BART Station. The first segment of East Bay Greenway included continuous fencing between the path and the vehicular roadway with no “green” improvements. There is also no fencing at the back of the path and several homeless encampments have developed along the path. To avoid this, at the urging of Ms. Harmon, the segment II design narrows the vehicular lanes and incorporates a landscape buffer with trees between the path and vehicles. In addition, fencing is incorporated at the back of path to reduce the area available for other activities.

Diablo also provided final design for class II bike lanes to connect the block between 69th Avenue and 75th Avenue, directly in front of the BART station, connecting Segment I to Segment II of East Bay Greenway. These projects are a part of the Affordable Housing and Sustainable Communities (AHSC) grants where Ms. Harmon has assisted the city in managing and designing this program for more than 4 years.





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CITY OF OAKLAND Broadway/Keith Avenue to Golden Gate Way Bike/Pedestrian Project, Oakland, CA

Reference:

Wladimir Wlassowsky, P.E.
Interim City Engineer – OakDOT
City of Oakland
250 Frank H Ogawa Plaza, Ste 4314
Oakland, CA 94612
(510) 385-9225
WWlassowsky@oaklandca.gov

Value of Services: \$249,000

Budget Performance: The original budget of \$214,000 was augmented by \$35,000 to accommodate City's request to prepare an updated traffic analysis and prepare associated plan modifications

Year(s) Work Performed: 2012 to 2017. Achieved Design Schedule.

Construction Cost: \$2.2M (Completed 2017)

Team Members: Jennifer Harmon (Project Engineer and Project Manager), Garrett Gritz (QA/QC), Aleksandra Torbica (Project Designer)

Subconsultants: Diablo Engineering Group was a subconsultant to Michael Baker, however, Jennifer and Garrett managed Fehr & Peers, Ninyo & Moore, Keller Mitchel Landscape and Michael Baker staff, and lead the contract for construction support services

Services: *Community Outreach, Pedestrian & Bicycle Path, Traffic Calming, C.3 Design, Caltrans Permitting*


Project Description and Location:

Under an on-call contract for the City of Oakland, Michael Baker International (formerly RBF Consulting) with Diablo Engineering Group management (Jennifer Harmon) prepared an Alternatives Analysis, 35% Conceptual Design Plans with community outreach, and under a separate contract, final Plans, Specifications, and Estimates (PS&E) for improvements along Broadway from Keith Avenue to Golden Gate Way in the City of Oakland. The proposed work required an encroachment permit from Caltrans as it is immediately adjacent to the on and off ramps for SR-24. The design team delivered the final construction punch list and attended the ribbon cutting for the project, receiving much praise.

Goals of the project were to add traffic calming measures, incorporate

bike lanes, and improve pedestrian accessibility as there are two schools in close proximity to the project. In addition, the design team was requested to address access to private properties that had not previously been addressed at the time of the preliminary settlement agreement concepts. The design team provided alternatives for standard bike lanes and for a cycle track.

Although the pedestrian and bicycle coordinator at the City was not supportive of the cycle track alternative at first, the design team demonstrated the benefits in removing conflicts with the freeway on and off ramps and providing for a protected area for bicyclists separate from pedestrians, while still providing clean conforms back to the standard bike lanes. The City pedestrian and bicycle coordinator became "excited about implementing this design." Fehr and Peers assisted Diablo in providing an intersection treatment that provides options to cyclists and proper transitioning along with signal operations and timing to serve the various vehicular, bicycle and pedestrian users.





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INTERSTATE 880 PROJECT AT 29TH AND 23RD AVENUES, OAKLAND, CA

Reference:

Val P. Ignacio, P.E.
 Project Manager
 Caltrans
 111 Grand Ave
 Oakland, CA 94612
 (510) 286-5086
val.ignacio@dot.ca.gov

Value of Services: Responsible for managing +\$10,000,000 design fee over 11 years as an employee of RBF Consulting (now Michael Baker International)

Budget Performance: To maintain continuity over many years, several contract modifications were approved

Year(s) Work Performed: 2005 to Present. Team achieved several Infrastructure Bond milestone dates. The Client has expressed high satisfaction with ability to achieve schedules.



Team Members: Jennifer Harmon (Project Engineer), Garrett Gritz (PM)
Subconsultants: Diablo Engineering Group is a subconsultant to Michael Baker, however, Jennifer and Garrett were responsible for managing +\$10,000,000 design fee over 13 years as an employee of Michael Baker, then as Diablo (sub)managed the other subconsultants for construction support services, including Fehr & Peers, AECOM, WMH Corporation, Earth Mechanics, Inc. and Haygood and Associates
Services: *Street and Intersection Improvements (Freeway and Local), Planning, Environmental, Geotechnical, Contaminated Materials, Bicycle and Pedestrian Enhancements, Utility, Right of Way, and Structural Design*

Project Description and Location:

Interstate 880 in downtown Oakland was originally constructed in the mid-1940s, prior to the publication of the Caltrans Highway Design Manual (HDM). The existing mainline freeway, bridge overcrossings (non-standard vertical clearances), and on-ramps and off-ramps (interchange spacing) were not compliant with the HDM. The Alameda County Congestion Management Agency (subsequently the Alameda CTC), Caltrans, and the City of Oakland recognized the importance of improving this segment of I-880 in downtown Oakland. In addition, the local community encouraged elected officials to re-direct regional vehicles out of the residential neighborhood and construct a soundwall to reduce noise impacts on the neighborhood and provide safe pedestrian and bicycle enhancements.



Mr. Gritz and Ms. Harmon managed the preparation of a combined Project Study Report (PSR)/Project Report (PR) and Environmental Document (ED). After achieving the required PSR schedule and securing Federal Trade Corridor Improvement Fund (TCIF) funding, the client selected the team to prepare the PR, ED and final plans, specifications and estimates, and construction support. This complex two interchange project includes the new 29th Avenue first roundabout at on-ramp in the Bay Area. ACTC, Caltrans, and the City of Oakland have expressed appreciation for the history and consistency provided by Mr. Gritz and Ms. Harmon. In addition, Bike East Bay commended the team for working with them on a contract change order to enhance the bike improvements to preferences created during construction of the project. Ms. Harmon continues to provide right of way close-out services to the project scheduled to be completed in 2022.



PROJECT APPROACH

APPROACH TO LOW-STRESS URBAN BIKEWAY PROJECTS

The Diablo Engineering Group Team has developed a thoughtful approach and will implement a creative design strategy to deliver final designs for the 40th Street Transit-Only Lanes and Multimodal Enhancements Project. As we have implemented on previous low-stress urban bikeway projects, there are several key components to implementing our proven comprehensive approach. The Diablo Team will provide:

- ✓ Exceptional Client Communication
- ✓ Collaborative Design Team Solutions
- ✓ An Understanding of Community and Stakeholder Goals
- ✓ Cost Effective Design Solutions
- ✓ Fulfillment of Budget and Schedule Requirements through Prioritization

The Diablo Project Manager, with proven teamwork support from established subconsultant experts, will definitively provide the City with the above noted key project priorities. After fully understanding the details of the City priorities, the Diablo Project Manager will implement the following:

MANAGEMENT APPROACH

The management approach is crucial to the City obtaining the best maintainable built project at completion. The Diablo Team management approach has proven to be effective in meeting or exceeding client goals for completing the PS&E process, often ahead of schedule and within client approved budgets. Our approach is consistent, and our managers are prepared to work in partnership as an extension of the City staff. We foresee our process as follows:

- Understand and implement all city planning documents to ensure adherence to the City's design concept and planned criteria;
- Early recognition of project issues to avoid engineering, maintenance, budgetary or scheduling difficulties;
- Develop design conditions and criteria that follow the approved city codes/ standards, environmental criteria and current urban bikeway standards by Caltrans, National Association of City Transportation Officials (NACTO) and MUTCD – note any necessary deviations will be discussed and documented;
- Develop designs that are consistent with established goals and identify cost savings for alternatives (Value Engineering);
- Employ standard concepts to provide long term ease in city maintenance to preserve budget expenditures;
- Meet and coordinate all engineering hardscapes and landscape with the City's Public Works maintenance personnel to ensure overall ease of future facility maintenance;
- Assist the City in the public outreach process that is crucial to obtaining geometric approval;
- Manage and coordinate with all sub-consultants on a weekly basis to keep the project team informed of deadlines;
- Develop preliminary and final design for review by the city at the 35%, 65%, 95%, 100% and final stage of PS&E preparation;
- Obtaining geometric approval at 35% is crucial to efficient production of final design;
- Provide final PS&E drawings for City Council approval and contract bidding;



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

- Provide QA/QC and Value Engineering to all stages of PS&E development to promote cost savings and constructability review; and
- Provide monthly Progress Reports to City staff to fully describe the PS&E development.

BUDGET MONITORING AND PRIORITIES

The Diablo Team has extensive experience managing large complex projects involving multiple tasks, subtasks and subconsultants. Diablo will provide the City with a monthly progress report (narrative and financial) in a format consistent with the City's expectations. Said progress report will identify percent complete on all of the tasks and subtasks so that the City's Project Manager can easily review the progress to date. If project priorities change and/or additional services are required, reporting will be thorough such that the City PM will be able to easily report the current status of design development.

COMMUNICATION IS KEY

Communication between the City of Emeryville and Diablo is paramount to a successful project. Diablo understands that direction may change through the course of a project. We are available for a face to face meeting, as well as e-mail, texting, and telephone. The Project Manager, Ms. Harmon, is extremely responsive and will be responsible for providing the City frequent progress reports for all project tasks.

APPROACH TO 40TH STREET TRANSIT-ONLY LANES AND MULTIMODAL ENHANCEMENTS PROJECT

In particular, the Diablo Team will collaborate with the City Team to implement the following design and coordination items for the Project.

Project Tasks

1. Project Management and Grant Management (Lead by Jennifer Harmon of Diablo)

1.1. Regularly Scheduled Project Team Meetings: Consultant will coordinate and attend meetings, virtually or in person if allowable, to coordinate the project with the City Project Manager and other departments as needed, including:

- a. Facilitate and attend weekly project meetings and other coordination meetings as needed,
- b. Prepare meeting agendas and keep records of meeting minutes as well as key decisions,
- c. Control, store, and maintain project records, through hard copy and/or electronic media,

1.2. City/Project Manager Communications and Consultations: Consultant will provide written project management communications and consultations to document critical decisions throughout the development of the project and preparation of design.

1.3. Partner Agency (Staff) Coordination and/or Meetings: Consultant will coordinate and attend meetings, virtually or in person if allowable, to coordinate the project with the partner agencies, including:

- a. Facilitate and attend project meetings and other coordination meetings as needed,



- b. Prepare meeting agendas and keep records of meeting minutes as well as key decisions,
- c. Control, store, and maintain project records, through hard copy and/or electronic media,

1.4. Develop and Update Project Schedule: Consultant will develop and update the project schedule in Microsoft Project, Excel, or Word, depending on client's preference. As anything changes, updates to the schedule will be discussed at the weekly coordination meetings.

1.5. Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks: Consultant will review the grant funding agreement and track all necessary tasks to keep the project compliant with the grant funding agreement.

1.6. Manage ACTC Forms and Reports Deliverables: Consultant will prepare forms and status reports for ACTC and track all necessary deliverables to keep the project compliant with the grant funding agreement.

1.7. Perform Project Administration Tasks: Consultant will provide project management and coordination services throughout the development of the project and preparation of design, including:

- a. Act as a single point of contact for all team members,
- b. Coordinate project activities with all team members and stakeholders,
- c. Monitor project progress, milestones, and critical path actions,
- d. Monitor project budget and submit invoices,
- e. Submit required documents to ensure a successful project delivery,
- f. Provide QA/QC on all formal submittals to the City and other stakeholders.

Deliverables

- Project Meeting Notes and Action Items
- Written Documentation of Key Decisions
- Detailed Project Schedule
- Grant Funding Agreement Tracking Document
- ACTC Forms and Status Reports
- Project Invoicing and Status

2. Environmental (Lead by Gail Ervin of NCE)

2.1. Review Existing Project Environmental Approvals: NCE will review past actions by the City related to the environmental clearance of the Project. The Project is currently cleared through CEQA, and NCE will confirm that no changes in circumstances or project design would alter the previous determination.



2.2. Prepare Memo of NEPA Environmental Recommendations: NCE will prepare a memo that explains the options for the City as it relates to pros and cons of seeking NEPA environmental clearance with consideration to funding opportunities for future phases of the Project.

2.3. Pavement Investigation and Design: Because the existing pavement appears to be in good condition, the pavement investigation is intended to understand subsurface conditions for planned excavations within the roadway and pavement design is intended to address areas where pavement reconstruction section design is required for concrete bulbouts and planned excavations. This scope is not intended to address project-wide pavement resurfacing design.

NCE will collect pavement section core samples (4" – 8" diameter cores) on the Project section at locations determined by the design team. Our current fee estimate assumes up to 8 core locations that we estimate will take 2 days to complete. For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric.

Bulk samples of subgrade will be obtained in support of potential street reconstruction. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Our current fees assume up to 4 bulk samples will be obtained for testing. The presence of AB will be measured at all cores. A dynamic cone penetrometer may also be advanced at critical core locations to estimate AB and subgrade layer properties.

NCE will apply for and obtain a no fee encroachment (or similar) permit from the City prior to starting the pavement coring. Preparation of individual traffic control plans for coring is assumed not to be required.

Using the coring and subgrade data, NCE will perform pavement analysis and design services and develop pavement reconstruction, and as needed resurfacing, recommendations. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual. NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index (TI) that will be provided by the City.

NCE will then summarize its recommendations in a Pavement Design Technical Memorandum to the City that, at a minimum, will include the following:

- Results of coring and laboratory analyses
- Description of testing procedures and analysis performed for the project
- Recommended alternatives for pavement reconstruction and potential resurfacing

NCE will submit an electronic copy of its draft technical memorandum to the City for initial review. Upon receipt of any comments from the City, NCE will then prepare its final technical memorandum, which will be signed and stamped by NCE's Pavement Engineer. A reproducible copy of the final technical memorandum will then be provided to the City reflecting any comments on the draft technical memorandum.

2.4. Optional NEPA Clearance Assuming Caltrans Funding: If Caltrans funding is available, NCE will draft a Preliminary Environment Study (PES) and prepare and submit the request for a Field Review by Caltrans District 4. Following the field review, Caltrans determines the



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

environmental studies required to achieve NEPA clearance. Based on our experience and preliminary review of the environment and resources near the proposed project area, we have included in this scope and fee the technical studies that we anticipate will be required by Caltrans, as outlined in the following tasks. However, should Caltrans require a NEPA document other than a categorical exclusion, or additional technical studies other than those listed in the deliverables below (i.e., Phase I ESA), NCE can provide these services for additional scope and fee.

- Meeting Summary of Field Review
- Preliminary Environmental Study (PES) Section A (Exhibit 6-A in the Local Assistance Procedures Manual)
- PES supporting notes
- Field Review Form (Exhibit 7-B)
- Field Review Cover Letter

2.5. Federal Emergency Management Agency (FEMA) Floodplain Maps (i.e., Firmettes)

2.6. Biological Technical Memo, including U.S. Fish and Wildlife Service (USFWS) Species List by Quad and Endangered Species Lists from NMFS, and Wetlands Inventory Map

2.7. Visual Impact Assessment Questionnaire

2.8. Equipment Staging Technical Memo

2.9. Cultural Resources

- Area of Potential Effect Map
- Technical memo, with North Central Information Center records search and Native American Heritage Commission Sacred Lands Search

2.10. Water Quality Technical Memo

2.11. Hazardous Materials Technical Memo with Geotracker Hazardous Waste Information

2.12. Hydrology

- Summary Floodplain Encroachment Report Technical Memo
- Location Hydraulic Study

2.13. ROW Information Technical Memo – Diablo: Scope assumes:

No right of way takes, only permits to enter and construct and potentially minor pedestrian easements

2.14. Traffic Technical Memo – F&P: Scope assumes:

- We are using the technical analysis output from other tasks in Task 3
- We can qualitatively address the rejected alternatives
- We do not need to forecast traffic growth
- We do not need to conduct technical analysis of the forecast traffic growth

Deliverables

- Confirmation of Previous CEQA Determination
- Draft & Final Technical Memorandums for each Task 2 Memo

3. Traffic Impact Assessment (Lead by Rob Rees of Fehr & Peers)

Fehr & Peers will rely on the VISSIM microsimulation model developed for the 40th and San Pablo Bus Hub Project to evaluate how the project affects to multimodal transportation. The model also includes San Pablo Avenue between Park and Adeline Streets so that those corridor improvements can be incorporated.



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

The effects of the project on the existing circulation system are best evaluated against the existing (pre- or post-COVID) conditions because stakeholders and the public at-large have a solid understanding of the existing environment and can therefore understand how the project would change conditions.

The traditional approach, calculating 10- or 20-year forecasts and designing the street based on the forecasts, introduces uncertainty into the design and community members have a difficult time understanding the project's impact on the transportation network because forecasted conditions are difficult to visualize and connect with today's transportation environment. Traffic forecasts have also been proven to be "unreliable" and in all instances they are "unconstrained".

- Forecasts are "unreliable" in the sense that it is common for forecasts to be as much as 30 or 40 percent too high. Telegraph Avenue in Oakland is a good example of this phenomenon. City staff (Jamie Parks and Jason Patton) researched historic traffic trends on Telegraph Avenue and determined that traffic levels in the 1980s were like traffic levels in the 2000s. Yet, environmental studies during these same periods forecast traffic growth of 1 to 2 percent per year. As a result, streets were being design for traffic forecasts that never occurred.

- "Unconstrained" forecasts mean that the analyst assigns 100% of the calculated traffic growth to the street network. The reality is that nearby major corridors such as I-80, Ashby Avenue, and San Pablo Avenue are already heavily trafficked and cannot carry more "peak hour" traffic than what exists today. Analysts then design streets assuming that all 100% of the traffic growth uses the facility.

- Lake Merritt Boulevard in Oakland provides a good example of this phenomenon – "unreliable" and "unconstrained" forecasts. The City of Oakland undertook a major investment to widen and enhance Lake Merritt Boulevard (12th Street Reconstruction Project). The work was designed based on 20-year forecasts and had 6+ lanes for automobile traffic. It is a beautiful project but in 2019, about fifteen years after the environmental studies, the street was so underutilized by automobile traffic that the City undertook efforts to redesign the street to include bus only lanes and separated bike lanes by taking away automobile lanes.

3.1. Expand Existing VISSIM Model – Expand the available weekday AM and PM peak period VISSIM model to incorporate multimodal traffic volumes at all intersecting public streets between the Adeline Street and IKEA intersections.

3.2. Execute Existing VISSIM Model – Execute the VISSIM model to establish the existing transportation characteristics for the corridor. Measures of Effectiveness may include bus maneuvering time at bus stops, end-to-end multimodal travel times, origin-destination pair multimodal travel times, average motor vehicle and bus speeds, motor vehicle and bus queues, intersection delay and level of service, and systemwide measures such as vehicle and passenger hours of delay.

3.3. Traffic Diversion Study – Diversion traffic assignments will be undertaken for the side streets that are planned to be cul-de-sacs at 40th Street. The specific side streets and configurations will be identified through conversations with the project team, city, and input from stakeholders and public as appropriate. The traffic volumes to/from the side streets will be reassigned to the street network and then summed with existing traffic volumes to establish



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Project Traffic. Local access changes from the side street reconfigurations will also be illustrated so the city, stakeholders, and the public can understand how people will access affected local uses with the project. These graphics may also be used by the Team and the City when meeting with affected property owners and businesses.

3.4. Execute Project VISSIM Model – Project Traffic will be incorporated into the VISSIM model along with the project’s multimodal geometrics for walking, bicycling, transit, and motor vehicles. Signal optimization parameters will be established with the city and then signal optimization will be incorporated into the VISSIM model. Bus stop locations will be discussed with AC Transit and Emery Go-Round and then incorporated into the model along with any bus route or headway changes. The measures of effectiveness derived from the existing analysis will be reevaluated with Project Traffic.

3.5. Multimodal Traffic Operations Documentation: The findings from the above tasks will be documented in a multimodal operations report with specific findings and recommendations addressing the project changes to walking, bicycling, transit, and motor vehicle uses as well as local access. The draft report will be provided to the Team and the City for review and comments and the report will be finalized based on one round of comments from each.

4. Public Outreach (Lead by Phil Erickson of CD+A)

The public outreach process can build from the successful outreach efforts during the earlier public engagement during the PA/ED phase of the Project. CD+A and Fehr & Peers assisted Emeryville staff in a series of outreach events and a survey, as well as through the committee, commission and City Council review and approval process. Our approach for public and agency outreach is focused on being efficient by targeting outreach to the needs of the Project and managing the process to avoid project delays. We have organized the outreach process into three subtasks.

Task 4.1 Community Outreach which will address providing the broader community with information about the progress on the project; engaging property owners, tenants, residents and other stakeholders who would have an interest in the design refinements to the uncontrolled intersections on the northside of 40th Street between San Pablo Avenue and the Shellmound Bridge and the limited number of buildings that have entrances directly fronting onto the northside of 40th Street, and engagement with bus riders and bicyclists, through meetings with advocacy groups and intercept surveys on the street regarding refinements to the design that most affect them.

We believe that the public outreach process during the PS&E phase can for the most part be focused on smaller-scale engagement with the property owners, tenants, residents, and other stakeholders that will be most directly affected by the improvements. General community engagement will focus on informing the public about how the project is proceeding with communication be administered through a Project webpage and with budget set aside for smaller-scaled meetings and phone calls when needed.

4.1. Facilitate Community Engagement Meetings: The Emeryville website currently has a project webpage in the Community Development section of the website. This webpage should be updated and moved to the Public Works section and be used to provide general information about the timing and development of the PS&E phase. A link to a project email address can be provided. This will provide the opportunity for people to make comments and ask questions. CD+A will work with staff to review any comments or questions and provide responses either through email, phone call, or in limited cases a follow up in-person or virtual meeting. CD+A



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will work with other members of the team and City staff to provide text and images for content on the webpage, this will include providing schedule for city committee, commission, and council meetings that occur as part of the PS&E phase of the project.

Northside of 40th Design Engagement

This part of the community outreach will focus on engagement with property owners, tenants, and residents of properties that have access to the four uncontrolled intersections of the north side of the street which City Council requested be assessed for full or partial closure in this phase of the project, including:

- Watts Street which has 5 properties with a mix of industrial and commercial uses; some of the properties are multitenant.
- Haven Street which has 3 private properties and the City Hall, future Emeryville Center for the Arts, and city parking lot accessed from it. Private uses include the Besler Building, a multiunit live/work loft, and multitenant industrial condominium building.
- Holden Street has 7 properties including Granite Expo and their parking lot as well as a pickup roll up door very close to the 40th Street intersection, the Icon Apartments with over 50 units and garage access from Holden.
- Hubbard Street has 6 properties including the Rug Depot with a parking lot entry tight to 40th Street, Pottery & Beyond, an appraiser service, a prototyping manufacturer, and the former Plum building which access Hubbard.

CD+A will gather contact information for property and business owners, tenants, condominium associations, and building managers so that contact can be made to inform them about the study of potential access changes at the 40th Street intersections. We recommend that interactions with these stakeholders initially occur on a property-by-property basis in order to avoid having individual stakeholders create broader and undue concerns amongst many users along an affected street. Individual virtual or in-person meetings with the Besler Building homeowners' association, the Granit Expo, and the Rug Depot given their proximity to the intersections. Four group virtual or in-person meetings will occur with the other stakeholders on each of the four intersecting streets.

In addition to the uses associated with the uncontrolled intersection, a virtual or in-person meeting will be held with the management of the Watermark assisted living and memory care community at Horton Street and 40th Street to discuss refinements to the Project design in front of their main entry on 40th Street. The design refinements will be based on discussions with city staff including the ADA Coordinator and Emeryville Fire Department and the ambulance companies that provide service to the community, and a meeting with AC Transit staff to discuss the recommended refinements.

Bus Rider and Bicycle Rider Engagement

It is our understanding that AC Transit has become concerned with recent implementation of floating transit islands with bicycle bypasses, having heard concerns about access and comfort of bus riders. Therefore, we are recommending that effort be put into engagement with advocacy groups and through intercept surveys with bus riders at stops along 40th Street.

Advocacy Group Focus Group Meeting – given that the issues to address relate to potential conflicts between transit riders and cyclists this will be a single focus group meeting with Bike East Bay, East Bay Transit Riders Union, AC Transit and city staff with CD+A and Diablo to discuss details of the transit island and bicycle bypass design at for the Transit Hub and a stop to the west of San Pablo Avenue.



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Intercept Interviews – CD+A staff will do intercept interviews with bus riders at the Transit Hub and stops to the west of San Pablo Avenue to get feedback on the refined transit island and bicycle bypass designs.

Deliverables

- **General Community Outreach:**

Draft and final initial project description and schedule text for the project webpage and periodic updating of information for the project webpage.

Draft and final written responses to webpage public comments and limited follow up phone calls with public commentors up to the amount budgeted.

- **Northside of 40th Design Engagement:**

Contact and initial phone calls to stakeholders along the four northside blocks.

Three in-person or virtual meetings with key stakeholders on the northside blocks and four small group meetings, one for each northside block attended by Diablo and CD+A. Draft and final agendas and meeting summaries will be provided.

In-person or virtual meeting with management for the Watermark assisted living and memory care community attended by one person from Fehr & Peers and CD+A. Draft and final agenda and meeting summary will be provided.

- **Bus Rider and Bicycle Rider Engagement:**

Focus group meeting with Bike East Bay, East Bay Transit Riders Union, AC Transit and city staff with one person from Diablo and CD+A. Draft and final agenda and meeting summary will be provided.

4.2. Agency Engagement: Consultant will Coordinate Meetings with AC Transit, Emery Go-Round, and the San Pablo Multimodal Corridor Team.

In addition to AC Transit's concerns with floating transit islands and bicycle bypass design, AC Transit has also been working with the San Pablo Avenue Multimodal corridor team and other projects regarding paratransit access on streets with protected bikeways. An initial meeting, early in the project schedule, will be help with AC Transit to discuss these concerns in relation to the bus stop designs in the project. After the Diablo team has worked with city staff, including the city's ADA Coordinator, to develop design refinements a follow up bus stop design session will be held with AC Transit and Emery Go-Round staff.

After completion of the 35% design plans, the Diablo team will support city staff in preparing for and attending a meeting of the AC Transit-Emeryville Interagency Liaison Committee to review the design and status of the project, including an update on community engagement and feedback on design refinements to the project.

Deliverables

- Draft and final agenda, meeting attendance, and meeting summary within budget allocated.

4.3. City Committees and Council Meetings: Following completion of 35% design plans, these will be presented at a series of Emeryville committee meetings and to City Council. The Diablo Team will work with city staff to prepare the staff reports and presentations for these meetings and be available to present and answer questions at the meetings. The following are the committee meetings that are anticipated to be attended:



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Bicycle/Pedestrian Advisory Committee – This meeting will focus on the bicycle and pedestrian improvements included in the plans and relationship to vehicular and bus circulation and resolution of potential conflicts. This committee meets monthly on the 1st Monday at 5:30pm, except for January and August.

Park and Recreation Committee – This meeting will focus on streetscape design and particularly the design of the new plaza at the Bay Trail and Ikea intersection with Shellmound Street. This committee meets monthly on the 3rd Wednesday at 5:30pm.

Public Art Committee – This meeting will focus on the opportunities for public art, including existing programs such as the Bus Shelter public art program, and the potential for artistic enhancement of streetscape improvements that are part of the project, such as railings between the transit islands and the bikeway at the Transit Hub and possibly at stops to the west of San Pablo Avenue. This committee meets monthly on the 2nd Thursday of the month, except for the 1st Thursday in October, at 5:30pm.

Transportation Committee – This meeting, with this committee of the City Council, will give an overview of the entire project with a focus on the design refinements to the four northside unsignalized intersections with 40th Street, and other refinements to the bikeway and transit stops. This will be the last of the committee meetings so that feedback from the other committees can also be presented. This committee meets monthly on the 2nd Thursday of the month at 9:00am.

City Council Meeting – This meeting will provide a summary of input and response to public, partner agency, and committee input regarding the design of the project to date. We plan to get Council buy off on the 35% plans and estimate per the proposed schedule. Council meetings are usually held the 1st and 3rd Tuesdays of the month, except for the 1st Tuesday in January and for the month of August in the evening.

Deliverables

- Text and illustrations for integration into staff reports and presentations will be provided by the Diablo Team.
- Meeting attendance

5. PS&E Design Services (Lead by Jennifer Harmon of Diablo)

5.1. Develop Corridor Planimetric and Topographic Surveys: MNS will establish project control, conduct topographic surveying, research right of way, and perform right of way engineering Consultant will provide the following:

Topographic Mapping Base Sheet

This task shall include all field surveying and office calculations/drafting required to prepare a design level topographic map of the project area. The initial survey effort will be an aerial topographic mapping base sheet prepared at a scale of 1" = 20' and showing contours at one-foot intervals and spot elevations on an approximate 40-foot grid throughout the project area. The mapping limit for this effort will be 50' beyond the back of sidewalk for the length of the proposed improvements.

The aerial mapping will capture substantial existing surface features such as buildings, fences, roads/driveways, pathways/trails, misc. hardscape, surface utilities (with invert elev. for gravity systems), signs, tree trunk locations (over 6" in diam.), and other observed significant features, all to the extent visible in the aerial photography.



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The survey will be based upon the NAD83 & NAVD88 and horizontal and vertical datums, respectively. The final deliverable for this task shall be survey control information for all control points established (for later use as construction layout control), and an AutoCAD C3D drawing file of the completed topographic survey, including a Civil3D surface. In addition, a digital color orthophoto will be provided as a part of the aerial mapping effort.

Supplemental Field Surveys

After a review of the initial aerial mapping effort and initial analysis of the project design considerations, supplemental field surveys will be performed in areas where more detailed field surveys are required to complete the design effort. Where applicable/required, additional field surveys will be performed, which will likely include data collected as follows:

- Cross-sections at 50' intervals, along with additional spot elevations as required to define the road alignment and grade, as well as the slope/bank. Typically, the cross section will include top or toe of banks, ditches, edge and centerline of pavement, and grade breaks.
- Surveyed locations for significant surface features, such as pavement or concrete, driveways, striping, fences, surface utilities, trees (4" diam. and larger), signs, utility poles, and street lights will be included. Sanitary and storm drain structures will include rim elevations, invert elevations, pipe size & direction for all accessible structures within the mapping limit.
- Location of all recovered street monumentation within the mapping corridor (for preservation and Record R/W purposes).
- Location of underground utility locator markings (if any – to be provided by others).
- Provide a finish drafted topographic survey in AutoCAD Civil3D, including an enhanced dtm surface in the areas where supplemental surveys were performed.

Deliverables

- Topographic Mapping Base in AutoCAD Civil3D

5.2. Develop Right of Way and Existing Utility Base Mapping: Utilizing the control network established in Task 5.1 above, MNS will perform the additional effort required to perform records research, search and tie existing monuments, and determine the record data right of way lines for the length of the project. In addition the adjacent parcel sidelines will be incorporated into this effort, depicting sidelines based upon Assessor Map data and lines of occupation. It should be noted the proposed level of effort in this task is not a full field survey boundary effort, but is anticipated to fulfill the needs of the project.

Deliverables

- Right of Way Mapping Base in AutoCAD Civil3D

5.3. Facilitate Conceptual Geometric Design Development: Consultant will request and review base maps including as-builts, utility plans, existing conditions, City standards and other pertinent information to design the project. City to provide any Emeryville-specific specifications and details that may be pertinent to the project.

Consultant will evaluate the existing conceptual plans and coordinate any concerns with geometric constraints, including bus stop access and truck turning movements.



Consultant will review and coordinate potential modifications to side street access to be updated on the geometric approval drawings.

Deliverables

- Consultant will document revisions to the conceptual plans to be incorporated into the geometric approval drawings.

5.4. Develop and Finalize Geometric Approval Drawings (35% Milestone): Consultant will scope major elements of the project with input from the City. Securing City and AC Transit approval of the project geometry is a very important project milestone. There will likely be impacts to the geometry based on the details collected along the corridor. The Consultant will prepare preliminary drawings at a scale of 1"=20' which will reflect the agreed upon geometric information. The drawings will clearly identify the number of vehicle lanes and widths, horizontal curb alignments, geometric design for the cycletrack, sidewalk conforms, bicycle lanes/routes conforms, approach to any storm drain system modifications, the locations of proposed ADA compliant curb ramp improvements, transitions, and join conditions. Recommended green infrastructure to be illustrated. Consultant will assess the existing and proposed truck turning and fire engine access based upon agreed upon design vehicles for various movements. This analysis will be incorporated into the 35% design plans. Street sections to facilitate buy off on geometry will also be included.

Fehr & Peers will assess existing traffic signal equipment and phasing at the seven signalized intersections. Any required signal modification recommendations to best accommodate all users to be evaluated and costs estimated. The signals will incorporate the new bicycle and transit infrastructure and modified street geometry. Consultant will prepare 35% plan sheets of the signalized intersections based on the as-built plans and field investigations. The plan sheets will show existing and proposed poles, equipment, and phasing and will be coordinated with civil curb ramp improvements. Consultant will also provide proposed streetlight locations.

CD+A will develop 35% conceptual landscape, hardscape, site furnishings, and wayfinding location plans, and consider potential types and identify locations for public art opportunities. Scope assumes this design work will build upon the Extended 40th Street Multimodal Concept Design Draft Plans prepared earlier for the project.

Work effort to include:

Landscape – Verification of street trees as illustrated in the Concept Design Plans and the potential for trees within corner bulb outs at the intersection of northern cross streets with 40th St; verification of general landscape and green infrastructure planting areas such as in the side medians; extension of decomposed granite path at the existing plaza located west of 40th, at the northern terminus near Ikea; and development of a plant palette for the Project. The plant palette will be inclusive of plants that tolerate recycled water and green infrastructure conditions.

Hardscape – Verification of hardscape treatments such as colored pavement for bus transit stops and colored and/or textured plaza pavement, and use of pavement materials and patterns to reconstruct areas where existing enhanced pavements are used and curblines are being realigned, such as the use of brick, tile, and score lines at the San Pablo Ave intersection.



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Site furnishings – Review and verification of site furnishings such as bus shelters, transit island railings, benches, refuse bins, bollards, and selection of new pedestrian lights at transit stops and generally along 40th St.

Wayfinding signs – Preparation of a conceptual pedestrian and bicycle wayfinding plan identifying locations of wayfinding signs and sign types for the review and approval by the city. Budget assumes placement of up to 36 bicycle and 16 pedestrian wayfinding signs. The two existing MUTCD style wayfinding signs located near Ikea and Shellmound St. intersection are assumed to either remain in place or be re-installed at the completion of the project.

Public art – CD+A will develop a public art implementation strategy that will identify potential types and locations of public art opportunities such as bus shelter ad panels, integration into bus shelter windscreens or panels, art panels in the railing along the back of transit islands and/or as attachments to pedestrian and street light poles, and special art opportunities at the near-side west bound Hollis bus stop given its adjacency of the future Emeryville Center for the Arts and in the western plaza near Ikea. This effort would include discussions with the city about whether public art is integral to the design elements or placed after the project is constructed. For instance, the TEMPO BRT project CD+A was involved with integrated art enhancements into the bus shelters and railings as part of the construction contract. Public art can also be done as a separate contract after the construction of this street and transit project.

Based on one consolidated set of City staff and community comments, the Consultant will revise the geometric drawings and establish the final base plans to use for the PS&E phase of the project. These drawings will show pedestrian scale lighting as described below. The final version of the geometric approval drawings is to be approved by the City before commencing with 65% plans and estimates.

Deliverables

- Geometric Approval Drawings in PDF format

5.5. Develop Final Construction Drawings (65% Milestone): Consultant will review city comments on the 35% submittal and prepare and submit written responses to them, and AC Transit comments related to improvements at bus stops including the Transit Hub. The Diablo Team will respond to comments as appropriate and prepare 65% design plans taking comments into account.

Consultant anticipates providing the following 160 total plan sheets. Separate demolition plans to show items to be removed, saw-cut lines, areas removed, cold milling, and utilities to be protected/ adjusted. Utilities will be shown on the demolition plans. It is anticipated that only lid adjustments to grade will be required on the civil plans and that no major utility relocations will be required. Finish grading will be shown on the improvement plans and grading details.

Diablo will control the master base files and keep consultants informed of any updates.

The two new landscape/ green infrastructure areas west of 40th St., at the northern terminus near Ikea, are assumed to have a base condition of mulch. As an Optional Task, CD+A and their irrigation subconsultant can coordinate with the city about the extent of new landscape and irrigation to be provided in this area. Much of the existing surrounding landscape in this area



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has died back and it is unclear how much of this area the city may wish to have redesigned with new landscape and irrigation. If the city wishes to include this Optional Task, CD+A and their irrigation subconsultant can provide scope and budget once the area of new improvements are known. The following are key irrigation assumptions:

- All new trees to be irrigated by a permanent system.
- All other areas identified as new landscape/green infrastructure opportunities and the one new median in 40th St will be irrigated for inclusion of groundcovers, grasses, perennials, and/or shrubs.
- Designed for recycled water.

Deliverables

- The following Drawings in PDF format (all drawings may not be included in the 65% milestone)

INDEX OF SHEETS			
S. NO.	SHEET NO.	SHEET TITLE	LEAD
1	T-01	COVER SHEET, INDEX OF SHEETS, LOCATION MAP AND COUNCIL DISTRICT MAP	DIABLO
2	GN-01	LEGEND, ABBREVIATIONS AND GENERAL NOTES	DIABLO
3	GN-02	CONSTRUCTION NOTES	DIABLO
4	HC-01	KEY MAP AND HORIZONTAL CONTROL PLAN	DIABLO/MNS
5	TX-01	TYPICAL CROSS SECTIONS - SHELLMOUND STREET	DIABLO
6	TX-02	TYPICAL CROSS SECTIONS - 40TH ST	DIABLO
7-10	D-01 TO D-04	MISCELLANEOUS DETAILS	DIABLO
11-20	DM-01 TO DM-10	DEMOLITION PLANS	DIABLO
21-30	ST-01 TO ST-10	STREET IMPROVEMENT PLANS	DIABLO
31-44	G-01 TO G-14	GRADING DETAILS AT INTERSECTIONS	DIABLO/MNS
45-50	G-15 TO G-20	GRADING DETAILS AT BIORETENTION AREAS	DIABLO
51-60	SD-01 TO SD-10	STORM DRAIN PLAN AND PROFILE	DIABLO
61	SD-11	STORM DRAIN DETAILS	DIABLO
62-63	S-01 TO S-02	SIGNING AND STRIPING PLAN - GENERAL NOTES AND DETAILS	MNS
64-75	S-03 TO S-14	SIGNING AND STRIPING PLANS	MNS
53	E-01	TRAFFIC SIGNAL AND LIGHTING NOTES	F&P
54-67	E-02 TO E-15	TRAFFIC SIGNAL MODIFICATION PLANS FOR 7 INTERSECTIONS	F&P
68-73	E-16 TO E-21	STREET LIGHTING PLANS	F&P
74	E22	STREET LIGHTING DETAILS	F&P
75	B-01	BRIDGE DETAILS	DIABLO
76	L-01	PLANT PALETTE, NOTE AND ABBREVIATIONS	CD+A
77-90	L-02 TO L-15	LANDSCAPE, TREE PROTECTION, HARDSCAPE, AND SITE FURNISHINGS PLANS	CD+A
77-103	L-02 TO L-28	LANDSCAPE, TREE PROTECTION, HARDSCAPE, AND SITE FURNISHINGS DETAILS	CD+A
104	I-01	IRRIGATION LEGEND, NOTES, ABBREVIATIONS	Irrigation Designer
105-118	I-01 TO I-15	IRRIGATION PLANS	Irrigation Designer
105-124	I-16 TO I-21	IRRIGATION DETAILS AND WATER CALCULATIONS	Irrigation Designer
125	W-01	WAYFINDING SIGNAGE LEGEND, NOTES, ABBREVIATIONS	CD+A
125-139	W-02 TO W-15	WAYFINDING SIGNAGE PLANS	CD+A
126 - 147	W-16 TO W-23	WAYFINDING SIGNAGE SCHEDULES AND DETAILS	CD+A
148-160	23?	CONSTRUCTION STAGING & TRAFFIC HANDLING	MNS



5.6. Develop Final Construction Drawings (95% Milestone): Consultant will review city comments on the 65% submittal and prepare and submit written responses to them, and AC Transit comments related to improvements at bus stops including the Transit Hub. If received, consultant will also respond to Caltrans comments. The Diablo Team will respond to comments as appropriate and prepare 95% design plans taking comments into account.

Deliverables

- The Drawings in PDF format (all drawings will be included in the 95% milestone)

5.7. Develop Final Construction Drawings (100% Milestone): Consultant will review city, AC Transit and Caltrans comments on the 95% submittal and prepare and submit written responses to them. The Diablo Team will respond to comments as appropriate and prepare 100% design plans taking comments into account.

Deliverables

- The Drawings in PDF format

5.8. Develop Final Construction Drawings (Final PS&E Milestone): Consultant will review city, AC Transit and Caltrans comments on the 100% submittal and prepare and submit written responses to them. The Diablo Team will respond to comments as appropriate and prepare final plans, specifications, and estimate taking comments into account.

Deliverables

- The Drawings in PDF and CADD format

5.9. Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final): Consultant will prepare the construction cost estimate prepared in City of Emeryville format if applicable with the 35%, 65%, 95%, 100%, Final submittals. Consultant will calculate quantities with quantity backup sheets and will use unit costs based on recent relevant projects bid within the area. Budget assumes no redirection of design and minor comments. Cost estimate will be prepared to its level of specificity appropriate for each level of submittal.

Deliverables

- Each Estimate in PDF and Microsoft Excel format

5.10. Prepare Project Specifications (65%, 95%, 100%, Final): Consultant will prepare and refine the project technical special provisions for plan items based upon the submittal comments received from the city and using the City's boiler plate template and Caltrans standard specifications. It is assumed that no redirection of design and minor comments. Specifications will be developed to their level of specificity appropriate for each level of submittal.

Deliverables

- Each Set of Special Provisions in PDF and Microsoft Word format

5.11. Utility Coordination: Consultant will submit utility requests on City's behalf. Consultant will gather utility information in the project area. This will include but it is not limited to sending utility information letters, contacting utility companies by phone or email to gather as-builts or



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maps. Information collected will be drafted onto a utility CADD base file and reflected on the plans. Consultant will attempt to avoid utility relocation. If utilities must be relocated, consultant to coordinate plans prepared separately by associated utility company. It is assumed that most conflicts could be avoid and that no major utility relocations are required. Potholing is limited to the available budget, unless additional budget is approved by the City.

Deliverables

- Utility request documentation and tracking matrix
- Identify the utility conflicts and coordinate potholing

5.12. Photometric Study: Fehr & Peers will prepare a photometric analysis for the Project incorporating intersection and corridor lighting. This analysis assumes that the existing lighting infrastructure and theme will be used with the project. First, lighting design guidelines will be established with the city for use in evaluating the project. The guidelines will be documented with a draft technical memorandum that identifies the type of existing equipment and the preferred lighting levels for the intersections and corridor with the project. Next, a photometric model using lighting software will be prepared for the existing intersections and corridor and lighting measures of effectiveness calculated. The project's changes to the existing lighting infrastructure will be incorporated into the model and lighting measures of effectiveness calculated for the project. The draft technical memorandum will be updated to incorporate the lighting analysis and lighting recommendations with the project. The documentation will be provided to the team and city for one round of consolidated comments and then the documentation will be finalized.

Deliverables

- Draft and final technical memorandum in PDF format

6. Project Approvals (Lead by Jennifer Harmon of Diablo)

6.1. Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville): Consultant will coordinate and manage PS&E Reviews and Approvals with City of Emeryville through focus meetings talking through complex comments with appropriate staff members in the same room, either physically or virtually.

6.2. Coordinate and Manage PS&E Reviews and Approvals (City of Oakland): Consultant will coordinate and manage PS&E Reviews and Approvals with City of Oakland through focus meetings talking through complex comments with appropriate staff members in the same room, either physically or virtually.

6.3. Coordinate and Manage PS&E Reviews and Approvals (Caltrans): Consultant will coordinate and manage PS&E Reviews and Approvals with Caltrans through focus meetings talking through complex comments with appropriate staff members in the same room, either physically or virtually.

Deliverables

- Review and approval documentation in PDF and Microsoft Word format

6.4. Caltrans LAPM Forms: Consultant will prepare forms per Chapters 10 through 15 of the Caltrans Local Assistance Procedure Manual (LAPM). We understand the importance of having detailed and accurate contract administration for the agency to receive 100% reimbursement of the



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federal funding allocated to the project.

Deliverables

- Local Assistance Coordination
- Right of Way (& Utility) Certification (Notice to Owners, Mapping, Potholing)
- Boilerplate Provisions Included in City Format “Bid Book”
- PS&E Checklist
- PIF and Design Exceptions if needed
- Finance Letter, Signed PS&E, E-76 for Construction

7. Project Approvals (Lead by Garrett Gritz of Diablo)

7.1. Evaluate Grant Opportunities: Consultant will coordinate and summarize current grant opportunities available in the summer of 2023.

7.2. Support the City with Grant Writing: Consultant will support the city with grant writing, including narrative, mapping, exhibits, and forms. Budget assumes up to 56 hours of consultant effort for this task.

Deliverables

- Summary of grant opportunities and how well the project would show for the grant
- Support narrative, exhibits and forms as coordinated with the City within budget

QA/ QC PLAN

The Diablo Team's approach for Quality Assurance/Quality Control is to remove barriers so that each person can complete each element of the project correctly, the first time. This starts with designation of individuals with appropriate experience and availability to manage each project task or assignment for the project. A second key element is to achieve a complete understanding and commitment from each team member regarding the scope of services, their project responsibilities within the work scope as well as the budget and schedule. A third element is to provide a structured process for review of the work, especially for deliverables. Mr. Gritz will use his 34 years of experience to assure a successful process. Mr. Gritz has a broad perspective of the various disciplines and plan types that comprise a complete PS&E, and he has a keen eye to review, question and facilitate a comprehensive QA/QC process. In addition, our team includes key engineers from MNS with extensive experience preparing complete streets improvements, pavement delineation, signage, stage construction and traffic handling plans for projects big and small – from local streets to \$500,000,000 HOV and freeway widening projects.

HOURS APPROXIMATED BY TEAM MEMBERS

The Diablo Team has an excellent reputation of fulfilling project schedule commitments. Our team is committed to the 40th Street Transit-Only Lanes and Multimodal Enhancements Project and key team members identified in this proposal will fulfill this commitment and deliver this project. The following are estimated hours by firm and position (totals by firm are at the bottom of page 29). This information is also provided in the backup spreadsheets in the fee estimate (sealed envelope).



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Diablo Engineering Group										
Prepared For: City of Emeryville										
40th Street Transit-Only Lanes and Multimodal Enhancements Project										
Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements Project										
		Project Manager/ Engineer Hours	Deputy Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	CADD Technician/ Engineer Hours	N/A	Admin Support Hours		Final Hours Total
		Key Member: Harmon	Key Member: Griz		Key Member: Brue	Key Member: Torbica				
TASK 1.0	Project Management and Grant Management									
1.1	Regularly Scheduled Project Team Meetings	96	20	0	0	0	0	0	0	116
1.2	City/Project Manager Communications and Consultations	24	8	0	0	0	0	0	0	32
1.3	Partner Agency (Staff) Coordination and/or Meetings	32	8	0	0	0	0	0	0	40
1.4	Develop and Update Project Schedule	12	2	0	0	0	0	0	0	14
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	20	4	0	0	0	0	0	0	24
1.6	Manage ACTC Forms and Reports Deliverables	20	4	0	0	0	0	0	0	24
1.7	Perform Project Administration Tasks	96	4	0	0	0	0	0	0	100
	Subtotal - TASK 1.0	300	50	0	0	0	0	0	0	350
TASK 2.0	Environmental Review									
2.1	Review Existing Project Environmental Approvals	2	2	0	0	0	0	0	0	4
2.2	Prepare Memo of NEPA Environmental Recommendations	2	0	0	0	0	0	0	0	2
2.3	Pavement Investigation and Design	2	0	0	0	0	0	0	0	2
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	2	0	0	0	0	0	0	0	2
2.5	FEMA Floodplain Maps	1	0	0	0	0	0	0	0	1
2.6	Biological Technical Memo	1	0	0	0	0	0	0	0	1
2.7	Visual Impact Assessment Questionnaire	1	0	0	0	0	0	0	0	1
2.8	Equipment Staging Technical Memo	1	0	0	0	0	0	0	0	1
2.9	Cultural Resources APE and Memo - Section 106 compliance	4	0	0	0	0	0	0	0	4
2.10	Water Quality Technical Memo	2	0	0	0	0	0	0	0	2
2.11	Hazardous Materials Technical Memo	1	0	0	0	0	0	0	0	1
2.12	Hydrology	1	0	0	0	0	0	0	0	1
2.13	ROW Information Technical Memo (Diablo)	16	14	0	0	0	0	0	0	30
2.14	Traffic Technical Memo (F&P)	4	0	0	0	0	0	0	0	4
	Subtotal - TASK 2.0	40	16	0	0	0	0	0	0	56
TASK 3.0	Traffic Impact Assessment									
3.1	Expand Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.2	Execute Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.3	Traffic Diversion Study (AM and PM)	0	0	0	0	0	0	0	0	0
3.4	Execute Project VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.5	Multimodal Traffic Operations Documentation	4	2	0	0	0	0	0	0	6
	Subtotal - TASK 3.0	4	2	0	0	0	0	0	0	6
TASK 4.0	Public Outreach									
4.1	Facilitate Community Engagement Meetings	32	16	0	0	70	0	0	0	118
4.2	Agency Engagement	24	6	0	0	24	0	0	0	54
4.3	City Committees and Council Meetings	12	8	0	0	8	0	0	0	28
	Subtotal - TASK 4.0	68	30	0	0	102	0	0	0	200
TASK 5.0	PS&E Design Services									
5.1	Develop Corridor Planimetric and Topographic Surveys	4	0	0	0	4	0	0	0	8
5.2	Develop Right of Way and Existing Utility Base Mapping	4	0	0	0	4	0	0	0	8
5.3	Facilitate Conceptual Geometric Design Development	32	16	0	0	40	0	0	0	88
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	60	16	0	0	120	0	0	0	196
5.5	Develop Final Construction Drawings (65% Milestone)	140	32	0	40	268	0	0	0	480
5.6	Develop Final Construction Drawings (95% Milestone)	160	32	0	60	288	0	0	0	540
5.7	Develop Final Construction Drawings (100% Milestone)	140	24	0	40	240	0	0	0	444
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	60	12	0	20	120	0	0	0	212
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	60	12	0	16	120	0	0	0	208
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	48	20	0	0	0	0	0	0	68
5.11	Utility Coordination	40	24	0	0	40	0	0	0	104
5.12	Photometric Study	0	0	0	0	0	0	0	0	0
5.13	Easement Support	8	4	0	0	4	0	0	0	16
5.14	Monument Preservation	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 5.0	756	192	0	176	1,248	0	0	0	2,372
TASK 6.0	Project Approvals									
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	32	16	0	0	0	0	0	0	48
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	24	16	0	0	0	0	0	0	40
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	32	16	0	0	0	0	0	0	48
6.4	Caltrans LAPM Forms	32	20	0	0	0	0	0	0	52
	Subtotal - TASK 6.0	120	68	0	0	0	0	0	0	188
TASK 7.0	Project Funding Outlook and Grant Support									
7.1	Evaluate Grant Opportunities	8	8	0	0	0	0	0	0	16
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	16	16	0	0	0	0	0	0	32
	Subtotal - TASK 7.0	24	24	0	0	0	0	0	0	48
	Total Hours/Fee Task 1 Through Task 7	1,312	382	0	176	1,350	0	0	0	3,220



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

MNS		Principal Engineer (Shawn Kowalewski)	Sr. Civil Engineer (Alex Ng)	Sr. Civil Engineer (Andy Chan)	Sr. Project Engineer (Srividya Devarajan)	Assistant Project Eng (Caleb Farhm)	CADD Tech (Kiley Diego)	Shane Sobecki (Principal Surveyor)	Robert Starr (Assistant Surveyor)	Richard Sleeman (Associate Project Surveyor)	Justin Dickerson (Party Chief)	Hector Perez (Chainperson)	Final Hours Total
Prepared For: City of Emeryville													
40th Street Transit-Only Lanes and Multimodal Enhancements Project													
Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements													
TASK 1.0	Project Management and Grant Management												
1.1	Regularly Scheduled Project Team Meetings	52	0	0	0	0	0	0	0	0	0	0	52
1.2	City/Project Manager Communications and Consultations	16	0	0	0	0	0	0	0	0	0	0	16
1.3	Partner Agency (Staff) Coordination and/or Meetings	24	0	0	0	0	0	0	0	0	0	0	24
1.4	Develop and Update Project Schedule	0	0	0	0	0	0	0	0	0	0	0	0
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	0	0	0	0	0	0	0	0	0	0	0	0
1.6	Manage ACTC Forms and Reports Deliverables	0	0	0	0	0	0	0	0	0	0	0	0
1.7	Perform Project Administration Tasks	100	0	0	0	0	0	0	0	0	0	0	100
	Subtotal - TASK 1.0	192	0	0	0	0	0	0	0	0	0	0	192
TASK 2.0	Environmental Review												
2.1	Review Existing Project Environmental Approvals	0	0	0	0	0	0	0	0	0	0	0	0
2.2	Prepare Memo of NEPA Environmental Recommendations	0	0	0	0	0	0	0	0	0	0	0	0
2.3	Pavement Investigation and Design	0	0	0	0	0	0	0	0	0	0	0	0
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	0	0	0	0	0	0	0	0	0	0	0	0
2.5	FEMA Floodplain Maps	0	0	0	0	0	0	0	0	0	0	0	0
2.6	Biological Technical Memo	0	0	0	0	0	0	0	0	0	0	0	0
2.7	Visual Impact Assessment Questionnaire	0	0	0	0	0	0	0	0	0	0	0	0
2.8	Equipment Staging Technical Memo	0	0	0	0	0	0	0	0	0	0	0	0
2.9	Cultural Resources APE and Memo - Section 106 compliance	0	0	0	0	0	0	0	0	0	0	0	0
2.10	Water Quality Technical Memo	0	0	0	0	0	0	0	0	0	0	0	0
2.11	Hazardous Materials Technical Memo	0	0	0	0	0	0	0	0	0	0	0	0
2.12	Hydrology	0	0	0	0	0	0	0	0	0	0	0	0
2.13	ROW Information Technical Memo (Diablo)	0	0	0	0	0	0	0	0	0	0	0	0
2.14	Traffic Technical Memo (F&P)	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 2.0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 3.0	Traffic Impact Assessment												
3.1	Expand Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0	0	0
3.2	Execute Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0	0	0
3.3	Traffic Diversion Study (AM and PM)	0	0	0	0	0	0	0	0	0	0	0	0
3.4	Execute Project VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0	0	0
3.5	Multimodal Traffic Operations Documentation	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 3.0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 4.0	Public Outreach												
4.1	Facilitate Community Engagement Meetings	0	0	0	0	0	0	0	0	0	0	0	0
4.2	Agency Engagement	0	0	0	0	0	0	0	0	0	0	0	0
4.3	City Committees and Council Meetings	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 4.0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 5.0	PS&E Design Services												
5.1	Develop Corridor Planimetric and Topographic Surveys	4	0	0	0	0	0	30	60	30	80	80	284
5.2	Develop Right of Way and Existing Utility Base Mapping	4	0	0	0	0	0	40	30	40	20	20	154
5.3	Facilitate Conceptual Geometric Design Development	8	24	0	0	0	0	0	0	0	0	0	32
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	16	40	40	0	0	0	0	0	0	0	0	96
5.5	Develop Final Construction Drawings (65% Milestone)	20	60	60	100	160	200	0	0	0	0	0	600
5.6	Develop Final Construction Drawings (95% Milestone)	20	80	80	160	120	160	0	0	0	0	0	620
5.7	Develop Final Construction Drawings (100% Milestone)	20	80	80	120	120	100	0	0	0	0	0	520
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	20	40	40	40	0	80	0	0	0	0	0	220
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%)	32	40	80	0	0	0	0	0	0	0	0	152
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	12	20	20	0	0	0	0	0	0	0	0	52
5.11	Utility Coordination	0	16	0	40	0	20	0	0	0	0	0	76
5.12	Photometric Study	0	0	0	0	0	0	0	0	0	0	0	0
5.13	Easement Support	0	0	0	0	0	20	10	20	0	0	0	50
5.14	Monument Preservation	0	0	0	0	0	0	20	10	30	30	30	120
	Subtotal - TASK 5.0	156	400	400	460	400	560	110	110	120	130	130	2,976
TASK 6.0	Project Approvals												
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	24	0	0	0	0	0	0	0	0	0	0	24
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	8	0	0	0	0	0	0	0	0	0	0	8
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	20	0	0	0	0	0	0	0	0	0	0	20
6.4	Caltrans LAPM Forms	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 6.0	52	0	0	0	0	0	0	0	0	0	0	52
TASK 7.0	Project Funding Outlook and Grant Support												
7.1	Evaluate Grant Opportunities	0	0	0	0	0	0	0	0	0	0	0	0
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and F	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 7.0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours/Fee Task 1 Through Task 7		400	400	400	460	400	560	110	110	120	130	130	3,220



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Fehr & Peers

Prepared For: City of Emeryville

40th Street Transit-Only Lanes and Multimodal Enhancements Project

		Principal-in-Charge / PM Hours	Design Lead Hours	Associate Hours	Senior Engineer Hours	Engineer Hours	Admin Support Hours	Final Hours Total
Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements Project		Rob Rees	Mark Howard					
TASK 1.0	Project Management and Grant Management							
1.1	Regularly Scheduled Project Team Meetings	32	24	0	0	0	0	56
1.2	City/Project Manager Communications and Consultations	0	0	0	0	0	0	0
1.3	Partner Agency (Staff) Coordination and/or Meetings	0	0	0	0	0	0	0
1.4	Develop and Update Project Schedule	0	0	0	0	0	0	0
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	0	0	0	0	0	0	0
1.6	Manage ACTC Forms and Reports Deliverables	0	0	0	0	0	0	0
1.7	Perform Project Administration Tasks	16	24	0	0	0	0	40
	Subtotal - TASK 1.0	48	48	0	0	0	0	96
TASK 2.0	Environmental Review							
2.1	Review Existing Project Environmental Approvals	0	0	0	0	0	0	0
2.2	Prepare Memo of NEPA Environmental Recommendations	0	0	0	0	0	0	0
2.3	Pavement Investigation and Design	0	0	0	0	0	0	0
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	0	0	0	0	0	0	0
2.5	FEMA Floodplain Maps	0	0	0	0	0	0	0
2.6	Biological Technical Memo	0	0	0	0	0	0	0
2.7	Visual Impact Assessment Questionnaire	0	0	0	0	0	0	0
2.8	Equipment Staging Technical Memo	0	0	0	0	0	0	0
2.9	Cultural Resources APE and Memo - Section 106 compliance	0	0	0	0	0	0	0
2.10	Water Quality Technical Memo	0	0	0	0	0	0	0
2.11	Hazardous Materials Technical Memo	0	0	0	0	0	0	0
2.12	Hydrology	0	0	0	0	0	0	0
2.13	ROW Information Technical Memo (Diablo)	0	0	0	0	0	0	0
2.14	Traffic Technical Memo (F&P)	6	0	4	8	8	60	86
	Subtotal - TASK 2.0	6	0	4	8	8	60	86
TASK 3.0	Traffic Impact Assessment							
3.1	Expand Existing VISSIM Model (AM and PM models)	2	0	1	2	2	32	39
3.2	Execute Existing VISSIM Model (AM and PM models)	2	0	2	8	8	60	80
3.3	Traffic Diversion Study (AM and PM)	4	0	2	2	8	68	84
3.4	Execute Project VISSIM Model (AM and PM models)	6	0	4	12	12	80	114
3.5	Multimodal Traffic Operations Documentation	8	0	2	8	8	32	58
	Subtotal - TASK 3.0	22	0	11	32	38	272	375
TASK 4.0	Public Outreach							
4.1	Facilitate Community Engagement Meetings	0	0	0	0	0	0	0
4.2	Agency Engagement	0	0	0	0	0	0	0
4.3	City Committees and Council Meetings	0	0	0	0	0	0	0
	Subtotal - TASK 4.0	0	0	0	0	0	0	0
TASK 5.0	PS&E Design Services							
5.1	Develop Corridor Planimetric and Topographic Surveys	0	0	0	0	0	0	0
5.2	Develop Right of Way and Existing Utility Base Mapping	0	0	0	0	0	0	0
5.3	Facilitate Conceptual Geometric Design Development	0	0	0	0	0	0	0
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	16	120	8	20	80	250	494
5.5	Develop Final Construction Drawings (65% Milestone)	8	60	8	10	40	120	246
5.6	Develop Final Construction Drawings (95% Milestone)	8	80	24	10	50	150	322
5.7	Develop Final Construction Drawings (100% Milestone)	2	16	0	0	0	20	38
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	2	16	0	0	0	20	38
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	0	8	2	0	0	32	42
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	0	8	2	0	0	32	42
5.11	Utility Coordination	0	0	0	0	0	0	0
5.12	Photometric Study	4	0	4	0	4	48	60
5.13	Easement Support	0	0	0	0	0	0	0
5.14	Monument Preservation	0	0	0	0	0	0	0
	Subtotal - TASK 5.0	40	308	48	40	174	672	1,282
TASK 6.0	Project Approvals							
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	0	0	0	0	0	0	0
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	0	0	0	0	0	0	0
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	0	0	0	0	0	0	0
6.4	Caltrans LAPM Forms	0	0	0	0	0	0	0
	Subtotal - TASK 6.0	0	0	0	0	0	0	0
TASK 7.0	Project Funding Outlook and Grant Support							
7.1	Evaluate Grant Opportunities	0	0	0	0	0	0	0
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	0	0	0	0	0	0	0
	Subtotal - TASK 7.0	0	0	0	0	0	0	0
Total Hours/Fee Task 1 Through Task 7		116	356	63	80	220	1,004	1,839





Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

Community Design + Architecture

Prepared For: City of Emeryville

40th Street Transit-Only Lanes and Multimodal Enhancements Project

		PIC	Project Manager	Project Urban Designer	Urban Landscape Designer	Urban Designer				
Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements Project		Key Member: Erickson	Key Member: Goldade	Varas	Perez	Yoon				Final Hours Total
TASK 1.0	Project Management and Grant Management									
1.1	Regularly Scheduled Project Team Meetings	12	24	0	0	0	0	0	0	36
1.2	City/Project Manager Communications and Consultations	0	0	0	0	0	0	0	0	0
1.3	Partner Agency (Staff) Coordination and/or Meetings	0	0	0	0	0	0	0	0	0
1.4	Develop and Update Project Schedule	0	0	0	0	0	0	0	0	0
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	0	0	0	0	0	0	0	0	0
1.6	Manage ACTC Forms and Reports Deliverables	0	0	0	0	0	0	0	0	0
1.7	Perform Project Administration Tasks	12	12	0	0	0	0	0	0	24
	Subtotal - TASK 1.0	24	36	0	0	0	0	0	0	60
TASK 2.0	Environmental Review									
2.1	Review Existing Project Environmental Approvals	0	0	0	0	0	0	0	0	0
2.2	Prepare Memo of NEPA Environmental Recommendations	0	0	0	0	0	0	0	0	0
2.3	Pavement Investigation and Design	0	0	0	0	0	0	0	0	0
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	0	0	0	0	0	0	0	0	0
2.5	FEMA Floodplain Maps	0	0	0	0	0	0	0	0	0
2.6	Biological Technical Memo	0	0	0	0	0	0	0	0	0
2.7	Visual Impact Assessment Questionnaire	0	0	0	0	0	0	0	0	0
2.8	Equipment Staging Technical Memo	0	0	0	0	0	0	0	0	0
2.9	Cultural Resources APE and Memo - Section 106 compliance	0	0	0	0	0	0	0	0	0
2.10	Water Quality Technical Memo	0	0	0	0	0	0	0	0	0
2.11	Hazardous Materials Technical Memo	0	0	0	0	0	0	0	0	0
2.12	Hydrology	0	0	0	0	0	0	0	0	0
2.13	ROW Information Technical Memo (Diablo)	0	0	0	0	0	0	0	0	0
2.14	Traffic Technical Memo (F&P)	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 2.0	0	0	0	0	0	0	0	0	0
TASK 3.0	Traffic Impact Assessment									
3.1	Expand Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.2	Execute Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.3	Traffic Diversion Study (AM and PM)	0	0	0	0	0	0	0	0	0
3.4	Execute Project VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0
3.5	Multimodal Traffic Operations Documentation	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 3.0	0	0	0	0	0	0	0	0	0
TASK 4.0	Public Outreach									
4.1	Facilitate Community Engagement Meetings	16	43	70	0	0	0	0	0	129
4.2	Agency Engagement	6	22	24	0	0	0	0	0	52
4.3	City Committees and Council Meetings	8	12	8	0	0	0	0	0	28
	Subtotal - TASK 4.0	30	77	102	0	0	0	0	0	209
TASK 5.0	PS&E Design Services									
5.1	Develop Corridor Planimetric and Topographic Surveys	0	0	0	0	0	0	0	0	0
5.2	Develop Right of Way and Existing Utility Base Mapping	0	0	0	0	0	0	0	0	0
5.3	Facilitate Conceptual Geometric Design Development	24	24	40	0	0	0	0	0	88
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	32	48	80	120	140	0	0	0	420
5.5	Develop Final Construction Drawings (65% Milestone)	8	48	80	100	120	0	0	0	356
5.6	Develop Final Construction Drawings (95% Milestone)	4	36	60	80	80	0	0	0	260
5.7	Develop Final Construction Drawings (100% Milestone)	2	24	40	48	48	0	0	0	162
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	2	16	20	36	36	0	0	0	110
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	2	16	24	40	40	0	0	0	122
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	4	40	24	24	0	0	0	0	92
5.11	Utility Coordination	0	0	0	0	0	0	0	0	0
5.12	Photometric Study	0	0	0	0	0	0	0	0	0
5.13	Easement Support	0	0	0	0	0	0	0	0	0
5.14	Monument Preservation	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 5.0	78	252	368	448	464	0	0	0	1,610
TASK 6.0	Project Approvals									
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	0	0	0	0	0	0	0	0	0
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	0	0	0	0	0	0	0	0	0
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	0	0	0	0	0	0	0	0	0
6.4	Caltrans LAPM Forms	0	0	0	0	0	0	0	0	0
	Subtotal - TASK 6.0	0	0	0	0	0	0	0	0	0
TASK 7.0	Project Funding Outlook and Grant Support									
7.1	Evaluate Grant Opportunities	0	0	0	0	0	0	0	0	0
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	8	8	8	0	0	0	0	0	24
	Subtotal - TASK 7.0	8	8	8	0	0	0	0	0	24
Total Hours/Fee Task 1 Through Task 7		140	373	478	448	464	0	0	0	1,903





Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

NCE										
Prepared For: City of Emeryville										
40th Street Transit-Only Lanes and Multimodal Enhancements Project										
	Project Manager Hours	Principal Planner Hours	Principal Engineer Hours	Associate Engineer Hours	Project Engineer Hours	Senior Scientists/Engineer Hours	Staff Scientists/Engineer Hours	Clerical Hours	Field/Engineering Technician Hours	Final Hours Total
Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements Project										
TASK 1.0 Project Management and Grant Management										
1.1 Regularly Scheduled Project Team Meetings	16	12	0	0	0	0	0	0	0	28
1.2 City/Project Manager Communications and Consultations	0	0	0	0	0	0	0	0	0	0
1.3 Partner Agency (Staff) Coordination and/or Meetings	0	0	0	0	0	0	0	0	0	0
1.4 Develop and Update Project Schedule	0	0	0	0	0	0	0	0	0	0
1.5 Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	0	0	0	0	0	0	0	0	0	0
1.6 Manage ACTC Forms and Reports Deliverables	0	0	0	0	0	0	0	0	0	0
1.7 Perform Project Administration Tasks	8	12	0	0	0	0	0	10	0	30
Subtotal - TASK 1.0	24	24	0	0	0	0	0	10	0	58
TASK 2.0 Environmental Review										
2.1 Review Existing Project Environmental Approvals	0	6	0	0	0	0	6	0	0	12
2.2 Prepare Memo of NEPA Environmental Recommendations	0	10	0	0	0	4	0	0	0	14
2.3 Pavement Investigation and Design	16	0	6	0	36	0	0	3	10	71
2.4 Optional NEPA Clearance Assuming Caltrans Federal Funding	0	16	0	0	0	4	24	0	0	44
2.5 FEMA Floodplain Maps	0	0	0	0	0	1	4	0	0	5
2.6 Biological Technical Memo	0	4	0	0	0	16	16	2	0	38
2.7 Visual Impact Assessment Questionnaire	0	2	0	0	0	0	12	0	0	14
2.8 Equipment Staging Technical Memo	1	2	0	0	12	0	0	0	0	15
2.9 Cultural Resources APE and Memo - Section 106 compliance	0	8	0	0	0	16	80	6	0	110
2.10 Water Quality Technical Memo	0	2	0	0	0	12	24	2	0	40
2.11 Hazardous Materials Technical Memo	0	2	0	0	0	4	12	2	0	20
2.12 Hydrology	0	2	0	4	12	0	0	0	0	18
2.13 ROW Information Technical Memo (Diablo)	0	0	0	0	0	0	0	0	0	0
2.14 Traffic Technical Memo (F&P)	0	2	0	0	0	0	0	0	0	2
Subtotal - TASK 2.0	17	56	6	4	60	57	178	15	10	403
TASK 3.0 Traffic Impact Assessment										
3.1 Expand Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0
3.2 Execute Existing VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0
3.3 Traffic Diversion Study (AM and PM)	0	0	0	0	0	0	0	0	0	0
3.4 Execute Project VISSIM Model (AM and PM models)	0	0	0	0	0	0	0	0	0	0
3.5 Multimodal Traffic Operations Documentation	0	0	0	0	0	0	0	0	0	0
Subtotal - TASK 3.0	0	0	0	0	0	0	0	0	0	0
TASK 4.0 Public Outreach										
4.1 Facilitate Community Engagement Meetings	0	0	0	0	0	0	0	0	0	0
4.2 Agency Engagement	0	0	0	0	0	0	0	0	0	0
4.3 City Committees and Council Meetings	0	0	0	0	0	0	0	0	0	0
Subtotal - TASK 4.0	0	0	0	0	0	0	0	0	0	0
TASK 5.0 PS&E Design Services										
5.1 Develop Corridor Planimetric and Topographic Surveys	0	0	0	0	0	0	0	0	0	0
5.2 Develop Right of Way and Existing Utility Base Mapping	0	0	0	0	0	0	0	0	0	0
5.3 Facilitate Conceptual Geometric Design Development	0	0	0	0	0	0	0	0	0	0
5.4 Develop and Finalize Geometric Approval Drawings (35% Milestone)	0	0	0	0	0	0	0	0	0	0
5.5 Develop Final Construction Drawings (65% Milestone)	0	0	0	0	0	0	0	0	0	0
5.6 Develop Final Construction Drawings (95% Milestone)	0	0	0	0	0	0	0	0	0	0
5.7 Develop Final Construction Drawings (100% Milestone)	0	0	0	0	0	0	0	0	0	0
5.8 Develop Final Construction Drawings (Final PS&E Milestone)	0	0	0	0	0	0	0	0	0	0
5.9 Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	0	0	0	0	0	0	0	0	0	0
5.10 Prepare Project Specifications (65%, 95%, 100% and Final)	0	0	0	0	0	0	0	0	0	0
5.11 Utility Coordination	0	0	0	0	0	0	0	0	0	0
5.12 Photometric Study	0	0	0	0	0	0	0	0	0	0
5.13 Easement Support	0	0	0	0	0	0	0	0	0	0
5.14 Monument Preservation	0	0	0	0	0	0	0	0	0	0
Subtotal - TASK 5.0	0	0	0	0	0	0	0	0	0	0
TASK 6.0 Project Approvals										
6.1 Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	0	0	0	0	0	0	0	0	0	0
6.2 Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	0	0	0	0	0	0	0	0	0	0
6.3 Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	0	0	0	0	0	0	0	0	0	0
6.4 Caltrans LAPM Forms	0	0	0	0	0	0	0	0	0	0
Subtotal - TASK 6.0	0	0	0	0	0	0	0	0	0	0
TASK 7.0 Project Funding Outlook and Grant Support										
7.1 Evaluate Grant Opportunities	0	0	0	0	0	0	0	0	0	0
7.2 Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	0	0	0	0	0	0	0	0	0	0
Subtotal - TASK 7.0	0	0	0	0	0	0	0	0	0	0
Total Hours/Fee Task 1 Through Task 7	41	80	6	4	60	57	178	25	10	461

Diablo Engineering Group Labor (Hours)	3,220
CD+A (Hours)	1,903
Fehr & Peers (Hours)	1,839
NCE (Hours)	461
MNS (Hours)	3,220
Total Hours	10,643





Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

SCHEDULE

The Diablo Team is committed and has the resources for meeting the schedule as outlined in the RFP. While we feel it is too aggressive to comprehensively complete the Design Phase by Summer 2023 with all stakeholders on board, the approach is to have the engineered geometry and validated estimate approved for grant applications by Summer 2023 and for final design to be delivered by the end of 2023, so that construction could begin as soon as Spring 2024. The goal of this approach is to avoid potentially expensive redesign associated with addressing comments from key stakeholders. The following is our anticipated schedule for execution of the work, to be refined and regularly update once the project begins:

Notice to Proceed	December 5, 2022
Basis of Design/ Feasibility Overview	January 2023
Preliminary Design	February 2023
Preliminary Design Comments from City	March 2023
General Community Outreach and Agency Engagement Including Park & Recreation Committee & Public Art Committee	March 2023
35% Plans and Estimate	April 2023
35% Submittal Comments from Cities/ AC Transit	May 2023
Further Agency Engagement Including Bicycle/Pedestrian Committee & Transportation Committee	May 2023
Geometry & Estimate Approved for Grant Applications	June 2023
City Council Meeting	June 6, 2023
65% Plans, Specs and Estimate Submittal (PS&E) to Cities/ AC Transit*	June 2023
65% Submittal Comments from Cities/ AC Transit	July 2023
95% Plans, Specs and Estimate Submittal to Cities/ AC Transit	August 2023
95% Submittal Comments from Cities/ AC Transit	September 2023
100% Plans, Specs and Estimate Submittal to Cities/ AC Transit	October 2023
100% Submittal Comments from Cities/ AC Transit/ Caltrans*	November 2023
Final Checked Plans, Specs and Estimate Submittal	December 2023
Advertise Construction Contract	December 2023
Bid Opening	January 2024
Award Construction Contract	March 2024
Begin Construction	April 2024

* Note: At 65% completion, submit to Caltrans. Our goal would be to process this as an encroachment permit (EP) project and typically Caltrans requires PS&E to be 100% complete. It would be best if Emeryville forces a meeting with Caltrans at this point to discuss delivery approach.



PROJECT TEAM



Diablo Engineering Group (Diablo) is an Alameda CTC certified Very Small Local Business Enterprise (#DIA20220506-03) as well as a federally certified Disadvantaged Business Enterprise (certificate #42626). The principals of Diablo previously worked for a large multidiscipline engineering, planning, surveying, and environmental firm. Diablo utilizes this prior experience to orchestrate large teams to deliver quality designs for municipal clients. In addition, the Diablo team is comprised of engineering managers that are highly detailed oriented – performing detailed designs concurrent with overall project management. We have worked closely with key team members from each subconsultant firm as clarified in our Team Qualifications.



MNS was established in 1962 as a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. Specializing in the core services of engineering, construction management, and land surveying, MNS' reputation has been built on clear and direct communication and quality services. MNS has an extensive experience designing, surveying and providing construction management, for active transportation projects—including bicycle lanes and paths, pedestrian overcrossings, signage and striping, ADA improvements, primary highways and arterials, public outreach, and state/federal funding. From concept inception through project completion, MNS supports clients every step of the way. MNS recently provided civil design engineering and land surveying services for the \$6.48M Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets in Emeryville.



Fehr & Peers is Alameda CTC Local certified No. FEH20210618-01. Fehr & Peers team members are passionate about transforming transportation consulting through innovation and creativity. Since our founding in 1985 we derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data driven solutions that reinforce community values. Our goal is to be a trusted advisor to each client we serve. We are not advocates for particular travel modes or set of solutions; we are advocates for our clients, helping them achieve success. We begin each project with active listening and then collaborate with our clients to develop implementable, community supported solutions. We will serve the Emeryville 40th Street Multimodal Enhancements Project through our Oakland office with 17 professional staff and two administrative staff.



NCE is Alameda CTC Local certified No. NCE20201106-01. NCE is a multi-disciplinary engineering and environmental services firm who works collaboratively with clients to ensure successful outcomes. Founded in 1990, NCE has primarily focused on delivering our services to local jurisdictions for the past 32 years. With eight offices, including Oakland and Point Richmond in the Bay Area with 22 staff and more than 100 employees across California, Arizona, and Nevada, our Team has an excellent understanding and awareness of local infrastructure and resource issues as well as established relationship with the regulatory entities and agencies with jurisdiction in the City. Our work has included preparing technical studies, environmental documents, and regulatory permits for a variety of infrastructure projects including trails, roadways, overpasses, bridges, and utilities. NCE's associated expertise and relevant capabilities include but are not limited to CEQA/NEPA environmental documents, regulatory compliance/permitting, biological resources, cultural resources, geospatial analysis, modeling, and mapping, mitigation monitoring and reporting, and biological/ cultural resource construction monitoring.



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project



Community Design + Architecture (CD+A) is Alameda CTC Very Small Local Certified No. COM20201022-03. CD+A is an Oakland based firm with over 24 years of experience and successful implementation of innovative and placemaking walkable communities, multimodal complete and green streets, bicycle and pedestrian projects, and public spaces in Emeryville, the Bay Area, and beyond. The CD+A team developed the design concepts for the 40th and San Pablo Bus Hub and Complete Street project for Emeryville and is currently leading similar relevant urban design efforts for complete street projects for Alameda CTC including the East Bay Greenway Multimodal Project and San Pablo Avenue Multimodal Corridor project. CD+A is experienced working on constrained multimodal street PS&E projects, as well as providing thoughtful community outreach. The firm currently has six employees with availability to work with the team to complete the Emeryville 40th Street Multimodal Enhancements Project on time, all based out of their Oakland office.

Diablo has worked with CD+A on several projects in the Cities of Oakland and Berkeley, and while Diablo did not work on this particular project, it showcases CD+A's plaza and transit center experience that will be beneficial to the Emeryville 40th Street Multimodal Enhancements Project.



Downtown Berkeley BART Plaza and Transit Center, Berkeley, CA

CD+A led several successive planning and design phases for the redesign of the Downtown Berkeley BART Plaza and Transit Center along Shattuck Avenue, working for the City of Berkeley. CD+A also worked as part of a team in the preparation of final design and construction documents for the reconstruction of the plaza and station entries. Central goals were the improvement of pedestrian and bicycle access and the plaza's simultaneous function as a busy transit hub and a

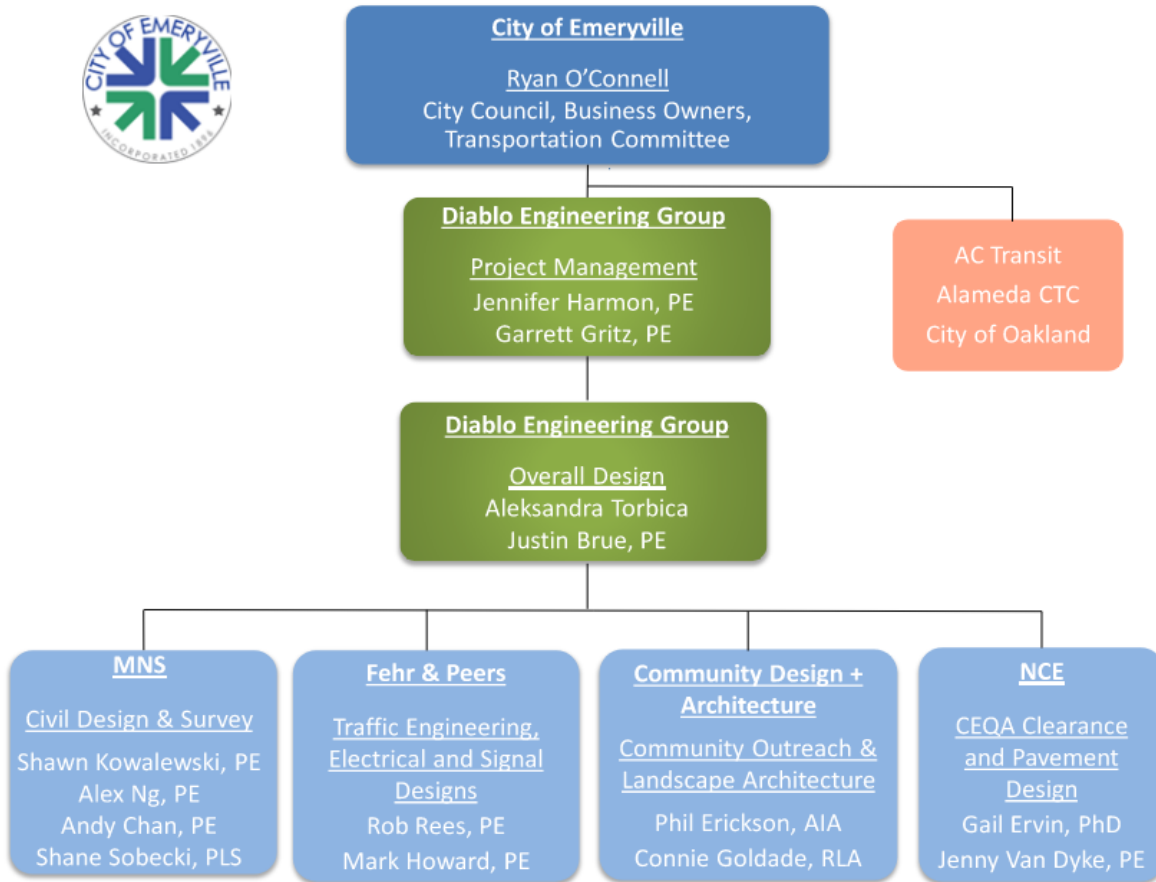
primary public space in Downtown Berkeley. During the initial concept planning phase for the Plaza, started in 2005, CD+A led a team to develop four sketch alternative designs addressing major design decisions, including: the implications of various configurations for a bus rapid transit terminal station that was considered at that time, moving or modifying the primary BART entry and exit, opportunities for street closures (including Center Street), adding new public open spaces, and realigning the Shattuck Avenue couplet into a two-way street. The project included interactive workshops with the broader community and meetings with key surrounding business and property owners to develop the final concept plan and defining near-term and long-term improvements for the area.



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

ORGANIZATIONAL CHART

The Diablo Team will be managed by Jennifer Harmon, PE. Ms. Harmon has extensive experience managing similar transit only, multimodal complete streets projects that require specialty sub-consultant design coordination and community interaction. Ms. Harmon will serve as the single point of contact for the City. An expert in construction cost estimating and constructability, Ms. Harmon will assist the City PM to formulate a project scope that meets the City’s prioritized goals within the budget and timeline. Her project management skills will comprehensively connect all of the decisions and action items into a completed successful project. The Diablo Team is organized under Ms. Harmon’s direction, as follows:



KEY INDIVIDUALS’ COMMITMENT

Key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s approval.

RESUMES

The following are abbreviated resumes for key team members. Detailed resumes are in the Appendix.



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

JENNIFER A. HARMON, PE | PRINCIPAL Project Manager



Ms. Harmon has extensive design and project management experience associated with large and small public works projects. Her work has included geometric evaluations and layouts, utility coordination and design, grading plans, roadway plans and profiles, and preparation of final construction documents for road widening, highway design, bicycle, pedestrian, and complete streets projects. She has excellent communication and coordination skills to assist public works (agency) clients resolve complex project issues.



Previous Employment

Michael Baker International (formerly RBF Consulting), California – April 1999 to September 2014

Registration:

Civil Engineer, California, 2002, 63909

Years of Experience: 23

Education:

B.S., 1999, Civil Engineering, California Polytechnic State University, San Luis Obispo

Professional Affiliations:

Member, American Society of Civil Engineers

Relevant Experience

Lakeside Drive and Lake Merritt Boulevard Cycletrack Project, Oakland, CA. Project Manager and Project Engineer. Under an on-call contract for the City of Oakland Civil Engineering Services, Ms. Harmon has managed several task orders. This most recent task order involves delivering planning, environmental, C.3 landscape and irrigation, pavement design, lighting, signal modifications, ADA accessibility and cycletrack improvements for this high-profile project around Lake Merritt under an extremely tight schedule. Ms. Harmon led a team to deliver 95% complete designs within six months from the notice to proceed date. This same team led by Ms. Harmon also delivered final design for the East Bay Greenway Segment II under the same on-call contract.

Broadway / Keith Avenue to Golden Gate Way Bike/Pedestrian Project, Oakland, CA. Project Manager and Project Engineer. Under an on-call contract for the City of Oakland, Ms. Harmon managed the preparation of an Alternatives Analysis, 35% Conceptual Design Plans with community outreach, and final Plans, Specifications, and Estimates for improvements along Broadway from Keith Avenue to Golden Gate Way in the City of Oakland. The proposed work required an encroachment permit from Caltrans as it is immediately adjacent to the on and off ramps for SR-24. Goals of the project were to add traffic calming measures, incorporate bike lanes, and improve pedestrian accessibility. In addition, Ms. Harmon managed the development of alternatives for standard bike lanes and for the cycletrack that was ultimately selected.

Interstate 880 North Safety Improvement Project at 29th Avenue and 23rd Avenue, Oakland, CA. Project Engineer for this \$75 million federally funded high profile interchange project in the City of Oakland. Tasks while working as the Project Engineer on the Project Approval and Environmental Document for this Project include coordination of design concerns and solutions for different involved agencies, iterations of design in working with the traffic and structural engineers, consistency and quality control reviews of the different technical studies, and updates of the project schedule. The fast-track schedule for this project involved extensive Caltrans coordination so that the design team could move together rather than waiting for certain tasks to be completed before moving forward.



GARRETT GRITZ, PE Deputy Project Manager



During his tenure, Mr. Gritz has successfully fulfilled several roles and taken on a variety of responsibilities to serve many clients. Throughout his experience working on public works projects, he has obtained the very important ability to listen to stakeholders and then orchestrate the project team to solve challenging problems. Clients say that Mr. Gritz integrates himself into the details of the project issues and becomes a true partner in completing a project. He has been recognized for his expertise in coordinating multidiscipline and multi-agency projects and for providing the communication skills needed to build consensus amongst differing interests. He has excellent project management and engineering design experience.

Previous Employment

Michael Baker International (formerly RBF Consulting), California – August 1988 to September 2014

Relevant Experience

AC Transit East Bay Bus Rapid Transit Project, Oakland, CA. Project Manager. Mr. Gritz has provided project management and coordination for this high profile federally funded project. Responsibilities include coordinating all technical aspects of this major transit project across all City of Oakland departments. AC Transit secured \$178 million to construct the first East Bay Area Bus Rapid Transit (BRT) facility. The BRT operates almost exclusively in dedicated bus lanes along a 9.5 mile route starting at the BART station in San Leandro and terminating at the City of Oakland downtown transit center. The BRT operations accommodate a BRT station every 1,800 feet, operates nearly 24 hours per day and bus headways are approximately 8 minutes.

Registration:

Professional Engineer- Civil,
California, 1992, 49126
Registered Disaster Service Worker,
California, 1995, SA951231

Years of Experience: 34

Education:

B.S. 1988, Civil Engineering, California
Polytechnic State University, San Luis
Obispo

Professional Affiliations:

Member, American Society of Civil
Engineers

ALEKSANDRA TORBICA | Senior Designer



Ms. Torbica has over 25 years of experience in civil engineering and drafting. Most recently she is responsible for preparation of preliminary and final plans for transportation projects, including highways, road widenings and roadway improvements, with detailed intersection design with ADA compliant curb ramps. Her additional design responsibilities include: existing utility research and coordination, storm drain design, water line design, signing and striping, construction staging as well as quantity takeoffs and engineering estimate. Ms. Torbica is experienced in the use of Civil 3D, AutoCAD, Land Desktop, AutoTurn, Microstation, Inroads, Microsoft Office Suite.

Registration:

AutoCAD and Civil 3D Expert

Years of Experience: 25

Education:

BS, Civil Engineering, University of
Sarajevo, Bosnia and Herzegovina, 1993





Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

SHAWN KOWALEWSKI, PE Roadway Design Task Manager



Mr. Kowalewski is a multi-skilled Principal Engineer with a broad range of experience in engineering analysis and design as well as construction management and inspection of a variety of public infrastructure projects. At MNS, Shawn's responsibilities include civil engineering project management, quality assurance/quality control, structural design and analysis, contract administration, cost estimating and tracking, plan and specification review, and report preparation.

Registration:

Professional Civil Engineer, CA No. 59539
Professional Civil Engineer, WA No. 41537

Years of Experience: 27

Education:

BS, Civil Engineering,
Syracuse University, NY

Certifications:

California Emergency Management Agency
(OES) Safety Assessment Program

Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets, City of Emeryville, CA. Project Manager. This \$6.48M project established a Quiet Zone at 65th, 66th, and 67th Streets. The project installed four-quadrant gates, raised medians, sidewalks, and other safety measures to restrict pedestrians, bicycles, and automobiles from entering the three highway-rail crossings at the wrong time, thereby negating the need for trains to blow their horns. The improvements significantly reduce the risk of collisions at the project railroad crossings. MNS provided design and land surveying services.

ALEX NG, PE Roadway Design Task Manager



Mr. Ng has over 21 years of experience in the design of public works transportation projects. Alex's extensive experience includes highway geometric design, roadway profiling, grading and drainage, planning, analysis, and creating engineering reports. Prior to MNS, he managed multiple projects and a team of junior engineers working on various streetscape improvement projects. He is known as a highly regarded, dedicated, and dynamic engineer who is skilled in collaborating with all project stakeholders to achieve engineering objectives.

Registration:

Professional Civil Engineer, CA No. 71315

Years of Experience: 21

Education:

BS, Civil and Environmental Engineering,
University of California, Berkeley, CA

Muscoy/Vermont Areas Pedestrian Improvements, County of San Bernardino, CA. Design Lead. The projects are proposed to improve pedestrian routes around Muscoy Elementary School and Vermont Elementary School in the Muscoy Area. The projects were selected because Muscoy Elementary School and Vermont Elementary School are listed as priority projects in the San Bernardino County Safe Routes to School Master Plan. Improvements will include, but are not limited to, close sidewalk gaps around both schools, curb and gutter (repair/replace), driveway approaches (conform to street/sidewalk) and improve pedestrian related traffic control such as high visibility crosswalks, new or replacement of existing curb ramps or refuge pads, and signs and pedestrian crossing signals. Alex's responsibilities include completing the preliminary design (PA&ED) and the final design (PS&E).



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

ROB REES, PE, TE, RSP1 | PRINCIPAL Traffic and Transportation Engineering



With each project Rob brings a deep understanding of modal interactions and transportation safety with the technical understanding of civil engineering practices. A Principal in the Oakland office, Rob is a registered Civil Engineer and Traffic Engineer in California and a Roadway Safety Professional with 35 years of experience. His versatility is reflected in the variety of services Fehr & Peers provides. Rob applies his wide range of experiences in transportation planning and engineering to develop transportation systems that meet community needs and values.

Registration:

Civil Engineer, State of California (#49620)
Traffic Engineer, State of California (#2053)
Roadway Safety Professional (#234)

Years of Experience: 35 (26 with F&P)

Education:

Bachelor of Science in Civil Engineering,
University of California, Davis, 1987

Rob's breadth of experience is illustrated by his work representing Oakland on the East Bay BRT Project and the Waterfront Ballpark District Project. To date work included multimodal microsimulation operations and conceptual engineering design to reflect the city's values including a careful balance of auto, transit, pedestrian, and bicycle modes as well as curb management strategies across about 15 miles of urban streets. Efforts also included public outreach meetings, public hearings, and numerous one-on-one meetings with merchants and stakeholders. For the BRT Project Rob assisted the City with final design review and construction support. While the Waterfront Project included a Transportation Management Plan addressing the safe and efficient movement of people to and from the ballpark. Rob also assisted the City with grant applications associated with both projects to obtain additional project funding to further enhance the bicycling and transit features.

MARK HOWARD, PE Traffic and Transportation Engineering



Mark joined Fehr & Peers after completing his college education at California Polytechnic State University in San Luis Obispo. He was drawn into transportation engineering because of the potential to improve the built environment and to solve exciting and complex problems. He has worked on a variety of projects since joining Fehr & Peers, gaining experience and interest in design and operations analysis

Registration:

Civil Engineer,
State of California (#93213), 2021

Years of Experience: 6

Education:

Bachelor of Science, Civil Engineering,
California Polytechnic State University
San Luis Obispo, 2016

Lakeside Lake Merritt Cycle Track, Oakland, CA, Mark evaluated the multimodal operations for this project and assisted with the design development for the lighting and traffic signals. The project proposed a road diet on Lakeside Drive reducing the existing two-lane one-way street to one-lane one-way street to accommodate two-way protected cycletrack on the lake side of the roadway and other elements; in addition, a class IV bike lane on south side and a two-way protected cycletrack on lake side are proposed on Lake Merritt Boulevard. In total, project will provide 3,500' of cycletrack. The project was fast tracked to provided final PS&E documents so construction could begin in 2022.



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

PHIL ERICKSON, AIA | COMMUNITY OUTREACH



Phil Erickson is an urban designer, architect, and planner with extensive and focused experience with the planning, design, and implementation of urban bicycle and pedestrian facilities. He is a leader in innovative urban bicycle and pedestrian regional and local facilities with an

emphasis on context sensitive multimodal facilities that balance the needs of all users, the integration of placemaking and creating implementable projects. Phil is skilled with public engagement and specializes in complex and challenging projects.

He has worked with the city of Berkeley to implement successful and well received bicycle and pedestrian and multimodal and placemaking projects including West Street Pathway and Downtown Berkeley BART Plaza and Transit Center. Other related projects, in the East Bay, include Telegraph Ave Complete Streets Improvement Plan project in Oakland, and regional urban multimodal and bikeway projects such as the San Pablo Avenue Multimodal Corridor and E14th/Mission Multimodal Corridor projects. A resident of North Berkeley and an avid bike rider and walker, Phil is familiar with the project area and its many challenges and opportunities.

Registration:

California Architect, C23060

Years of Experience: 35

Education:

Master of Architecture and City Planning,
Univ. of California, Berkeley, 1989

CONNIE GOLDADE, RLA | LANDSCAPE ARCHITECT



Connie Goldade is a landscape architect, urban designer, and community planner skilled in the planning, design and construction documentation of bicycle and pedestrian facilities. She has a track record of successfully implementing innovative and thoughtful work through the design of

wayfinding signage, landscaping and green infrastructure facilities, hardscape, lighting and site furnishings, with an emphasis on high-quality community character, sustainability and placemaking. Connie has worked on many projects in the city,

including West Street Pathway, Downtown Berkeley BART Plaza and Transit Center, and University Ave/Grant bus bulb project. Her related work in the East Bay includes Coliseum Place Eastbay Greenway and Lakeside and Lake Merritt Cycletrack projects in Oakland; and the regional bikeway and pedestrian project, the East Bay Greenway. She is a ReScape Qualified Professional (previously Bay-Friendly). A resident of North Berkeley and user of the Ohlone Greenway and neighboring streets, Connie is familiar with the Greenway and its potential.

Registration:

California Landscape Architect, 3520

Years of Experience: 33

Education:

Master of Architecture and City Planning,
Univ. of California, Berkeley, 1989



Proposal - 40th Street Transit-Only Lanes and Multimodal Enhancements Project

GAIL ERVIN, PHD |
ENVIRONMENTAL LEAD, CEQA



Years of Experience: 35

Education:

PhD, Human Sciences, Saybrook University, 2015

M.A., Environmental Planning, Consortium of the California State University, 1988

B.A., Social Ecology, University of California, Irvine, 1978

Certificate, Environmental Planning, University of California, Irvine, 1977

Gail has over 35 years of experience in environmental assessment and planning, facilitation, and public dispute resolution. She specializes in downtown commercial and housing development, municipal infrastructure, adaptive reuse of historic buildings, trails, and brownfield development, with special expertise in downtown and neighborhood revitalization. She has worked as a Environmental Coordinator for a local public agency, served as a County Planning Commissioner, and owned her own consulting firm for 26 years before joining NCE in 2018. Her experience throughout the Bay Area provides the local background and understanding to clearly assess each project's resource challenges and potential effects, while creatively working with designers, engineers, and public agency staff to minimize project effects and regulatory compliance issues and provide for efficient project approval and implementation.

JENNY VAN DYKE |
PAVEMENT MANAGEMENT DESIGN



Years of Experience: 16

Registration:

Professional Engineer – Civil, CA #81847

Education:

BS, Civil & Environmental Engineering, University of California at Berkeley, 2007

Martin Luther King Jr Way Vision Zero Quick Build

City of Berkeley, CA. The City of Berkeley was provided a grant through the Active Transportation Program (ATP) to implement quick-build pedestrian safety improvements as a part of the City's Vision Zero plan for the Martin Luther King Jr Way corridor, between Dwight Way and Russell Street (0.5 mile). The street is a 4-lane arterial with a history of pedestrian collisions where conditions include long existing crossing distances, limited sight lines, unmarked crossings, lack of lighting, and high vehicle speeds which create barriers for pedestrians to safely cross.

NCE provided civil design support to prepare civil and pavement repair improvement plans, technical specifications, and engineer's estimate for the Project. Preparation of the project base map, and design of curb ramps, median refuge islands, and hardened centerlines were completed by NCE. NCE participated in design review and coordination meetings with both the City and F&P to address the needs of the City and the Project.

**40th Street Transit-Only Lanes and Multimodal Enhancements Project
TASK BREAKDOWN SUMMARY
Entire Diablo Engineering Group Team**

Job Number: Proposal
Date Revised: 10/25/2022
Prepared By: Garrett Gritz

40th Street Transit-Only Lanes and Multimodal Enhancements Project

Tasks Supporting the 40th Street Transit-Only Lanes/Multimodal Enhancements Project		Final Hours Total	Final Fee Total	Percentage of Total Labor
TASK 1.0	Project Management and Grant Management			
1.1	Regularly Scheduled Project Team Meetings	288	\$72,107.15	3.6%
1.2	City/Project Manager Communications and Consultations	48	\$11,632.67	0.6%
1.3	Partner Agency (Staff) Coordination and/or Meetings	64	\$15,645.01	0.8%
1.4	Develop and Update Project Schedule	14	\$3,192.00	0.2%
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	24	\$5,468.00	0.3%
1.6	Manage ACTC Forms and Reports Deliverables	24	\$5,468.00	0.3%
1.7	Perform Project Administration Tasks	294	\$72,077.21	3.6%
	Subtotal - TASK 1.0	756	\$185,590.05	9.2%
TASK 2.0	Environmental Review			
2.1	Review Existing Project Environmental Approvals	16	\$3,232.40	0.2%
2.2	Prepare Memo of NEPA Environmental Recommendations	16	\$4,033.26	0.2%
2.3	Pavement Investigation and Design	73	\$13,109.93	0.6%
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	46	\$8,401.37	0.4%
2.5	FEMA Floodplain Maps	6	\$887.65	0.0%
2.6	Biological Technical Memo	39	\$6,628.28	0.3%
2.7	Visual Impact Assessment Questionnaire	15	\$2,137.86	0.1%
2.8	Equipment Staging Technical Memo	16	\$2,775.51	0.1%
2.9	Cultural Resources APE and Memo - Section 106 compliance	114	\$16,049.14	0.8%
2.10	Water Quality Technical Memo	42	\$6,389.22	0.3%
2.11	Hazardous Materials Technical Memo	21	\$3,155.13	0.2%
2.12	Hydrology	19	\$3,508.89	0.2%
2.13	ROW Information Technical Memo (Diablo)	284	\$45,233.12	2.2%
2.14	Traffic Technical Memo (F&P)	92	\$16,748.72	0.8%
	Subtotal - TASK 2.0	799	\$132,290.48	6.5%
TASK 3.0	Traffic Impact Assessment			
3.1	Expand Existing VISSIM Model (AM and PM models)	39	\$6,383.35	0.3%
3.2	Execute Existing VISSIM Model (AM and PM models)	80	\$13,104.67	0.6%
3.3	Traffic Diversion Study (AM and PM)	84	\$13,556.39	0.7%
3.4	Execute Project VISSIM Model (AM and PM models)	114	\$19,751.24	1.0%
3.5	Multimodal Traffic Operations Documentation	64	\$12,948.11	0.6%
	Subtotal - TASK 3.0	381	\$65,743.77	3.2%
TASK 4.0	Public Outreach			
4.1	Facilitate Community Engagement Meetings	335	\$67,563.65	3.3%
4.2	Agency Engagement	172	\$36,835.59	1.8%
4.3	City Committees and Council Meetings	84	\$18,874.43	0.9%
	Subtotal - TASK 4.0	591	\$123,273.68	6.1%
TASK 5.0	PS&E Design Services			
5.1	Develop Corridor Planimetric and Topographic Surveys	292	\$39,384.25	1.9%
5.2	Develop Right of Way and Existing Utility Base Mapping	212	\$28,680.23	1.4%
5.3	Facilitate Conceptual Geometric Design Development	280	\$52,798.31	2.6%
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	1,348	\$214,574.89	10.6%
5.5	Develop Final Construction Drawings (65% Milestone)	1,898	\$272,250.80	13.4%
5.6	Develop Final Construction Drawings (95% Milestone)	1,957	\$294,197.85	14.5%
5.7	Develop Final Construction Drawings (100% Milestone)	1,329	\$198,714.07	9.8%
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	668	\$101,329.59	5.0%
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	612	\$101,809.44	5.0%
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	295	\$55,304.52	2.7%
5.11	Utility Coordination	180	\$29,799.94	1.5%
5.12	Photometric Study	60	\$10,164.32	0.5%
5.13	Easement Support	228	\$33,861.12	1.7%
5.14	Monument Preservation	120	\$15,802.66	0.8%
	Subtotal - TASK 5.0	9,479	\$1,448,672.00	71.4%
TASK 6.0	Project Approvals			
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	72	\$17,421.01	0.9%
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	48	\$11,228.34	0.6%
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	68	\$16,330.84	0.8%
6.4	Caltrans LAPM Forms	52	\$11,768.00	0.6%
	Subtotal - TASK 6.0	240	\$56,748.19	2.8%
TASK 7.0	Project Funding Outlook and Grant Support			
7.1	Evaluate Grant Opportunities	16	\$3,608.00	0.2%
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	56	\$12,043.72	0.6%
	Subtotal - TASK 7.0	72	\$15,651.72	0.8%
Total Hours/Fee Task 1 Through Task 7		12,318	\$2,027,969.88	100%
Other Direct Costs (Reimbursables):				
	Reprographics, Expenses, Mileage and Title Reports		\$19,778.87	
	Topographic Surveys/Aerial Mapping/Field Surveys/ Potholing		\$37,000.00	
	Prepare Irrigation Plans (subcontracted expense)		\$45,000.00	
	Supplimental Weekday Traffic Counts		\$3,000.00	
	Traffic Control, Coring and Soils Lab Testing		\$17,200.00	
	Total Other Direct Costs (Reimbursables):		\$121,978.87	
	Diablo Engineering Group Labor (Hours and Fee)	4,118	\$788,387.60	38.0%
	CD+A (Hours and Fee)	2,216	\$320,791.40	15.4%
	Fehr & Peers (Hours and Fee)	1,983	\$366,101.22	17.6%
	NCE (Hours and Fee)	461	\$80,834.59	3.9%
	MNS (Hours and Fee)	3,540	\$520,713.16	25.1%
	Total Hours and Labor	12,318	\$2,076,827.97	100.0%
	Total Other Direct Costs (Reimbursables):		\$121,978.87	
	Total Time and Materials Cost		\$2,198,806.84	



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **DIABLO ENGINEERING GROUP**.

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

City of Emeryville | Contract Insurance Requirements (Exhibit B)

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include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability

All Contract Types

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

Construction Specific

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

Automobile Liability

\$2,000,000.00 per accident for bodily injury and property damage.

Professional Liability / Errors and Omissions

\$2,000,000.00 per claim and aggregate.

Workers' Compensation and Employer's Liability

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

Pollution Liability Insurance

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

City of Emeryville | Contract Insurance Requirements (Exhibit B)

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General Liability

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

Automobile Liability

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

Professional Liability Coverage

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

City of Emeryville | Contract Insurance Requirements (Exhibit B)

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Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

Pollution Liability Coverage

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

City of Emeryville | Contract Insurance Requirements (Exhibit B)

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5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

*Attach:
Insurance Certificate and Endorsements*