

RESOLUTION NO. 24-141

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The Professional Services Contract With Diablo Engineering Group For Additional Services As Described In Exhibit A, And Increase The Total Compensation By \$597,517.00, From Unallocated Fund 475, For A Total Contract Amount Not To Exceed \$3,572,995.84

WHEREAS, on March 3, 2020, the City Council approved the conceptual design of the 40th Street Multimodal Project and found it to be exempt from the California Environmental Quality Act; and

WHEREAS, in August 2022, the Public Works Department issued a Request for Proposals for "Professional Design Services for the 40th Street Transit-Only Lanes and Multimodal Enhancements Project" and after careful evaluation, City staff identified Diablo Engineering Group ("Diablo Engineering") as the most suitable consultant, considering their approach, experience, and understanding of the City's requirements and

WHEREAS, the City and the Contractor entered into a Professional Services Contract on January 13, 2023, in the amount of \$2,198,806.84; and

WHEREAS, in early 2023, Fehr & Peers (a subconsultant to the Diablo Engineering team) completed a traffic feasibility analysis as one of the first items of work for the design phase of the Project and the results of the analysis were shared with the Emeryville Transportation Committee on May 9, 2023; and

WHEREAS the First Amendment to the Professional Services Contract with Diablo Engineering Group was executed on August 8, 2023 for additional services in an amount of \$776,672 and a total contract amount not to exceed \$2,975,478.84 to analyze and design the full and partial closures of unsignalized intersections along 40th Street, and design Part II of the project extending the project limit from the IKEA entrance to Chistie Avenue along Shellmound Avenue; and

WHEREAS, significant inflation due to Covid had significantly increased the estimated construction cost for Part I of the project creating a construction budget shortfall; and

WHEREAS, the construction phase of Part II of the project remains unfunded; and

WHEREAS, Diablo Engineering prepared 4 additional grant applications beyond the original scope of 2 grant applications to fully fund construction for Parts I and II; and

WHEREAS, support through NEPA certification, bid analysis, and construction support for the project remain; and

WHEREAS, there are adequate funds in unallocated fund 475 for the additional work; and

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40th Street Multimodal Project – 2nd Amendment Contract with Diablo Engineering

City Council Meeting | November 19, 2024

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WHEREAS, Diablo Engineering work has been satisfactory to date; now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to execute a Second Amendment to the Professional Services Contract with Diablo Engineering Group for additional services as described in Exhibit A and increase the total compensation to the Contractor by \$597,517.00, from unallocated fund 475, for a total contract amount not to exceed \$3,572,995.84.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, November 19, 2024, by the following vote:

AYES:	<u>3</u>	Mayor Welch, Vice Mayor Mourra and Council Members Bauters
NOES:	<u>1</u>	Council Member Priforce
ABSTAIN:	<u>0</u>	
ABSENT:	<u>1</u>	Council Member Kaur

Signed by:

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MAYOR

ATTEST:

DocuSigned by:

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CITY CLERK

APPROVED AS TO FORM:

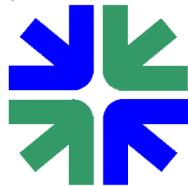
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CITY ATTORNEY

ATTACHMENTS

- Exhibit A – Second Amendment to Professional Services Contract



City of Emeryville

C A L I F O R N I A

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") 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 and Contractor entered into a Professional Services Contract dated January 13, 2023 ("Contract") for the purpose of retaining the services of Contractor to provide Professional Design Services on the 40th Street Multimodal Project; and

WHEREAS, the City and Contractor entered into a first amendment of the Contract on August 9, 2023 for the purpose of increasing the contract amount; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

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

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 *Exhibit A*

Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

OR

Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-3**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Professional Services Contract Amendment
REV02/2024

1.2 Termination Date

The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **DECEMBER 31, 2028**.

1.3 Total Compensation Amount

The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **FIVE HUNDRED NINETY SEVEN THOUSAND, FIVE HUNDRED SEVENTEEN DOLLARS AND NO CENTS (\$597,517.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE MILLION, FIVE HUNDRED SEVENTY TWO THOUSAND, NINE HUNDRED NINETY FIVE DOLLARS AND EIGHTY FOUR CENTS (\$3,572,995.84)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

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

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV02/2024

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
SECOND AMENDMENT**

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
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City Attorney

Dated: **CITY OF EMERYVILLE**

Adam Politzer, Interim City Manager

Dated: **DIABLO ENGINEERING GROUP**

11/12/2024

Signed by:

730DBBFF40F049E...
Jennifer Harmon, President/CEO

(Signature)

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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**Diablo Engineering Group**

1300 Clay Street, Suite 600

Oakland, CA 94612

Jennifer@diabloengineeringgroup.com

(510) 550-8959

November 12, 2024

Mohamed Alaoui
Public Works Director
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Subject: PROPOSAL – 40th Street Multimodal Project 2nd Amendment Request

Dear Mr. Alaoui:

Diablo Engineering Group (Diablo) is excited to provide this proposal for the City of Emeryville 40th Street Multimodal Project 2nd amendment. This proposal provides added scope to account for additional requested benefit cost analysis (BCA), Vissim Traffic Analysis, grant applications, added design for tree mitigations and wayfinding changes, potential Hubbard redesign and design services during construction.

Diablo Engineering Group will continue to be supported by four highly qualified and strategic subconsultant partners providing expertise in environmental clearance, landscape/ wayfinding, land surveying and traffic design. Our team has the capacity to deliver the proposed scope. Please find attached a detailed scope of work and fee schedule for added task 8 subtasks.

As Principal, Jennifer Harmon is authorized to negotiate on behalf of Diablo Engineering Group and to sign any contract amendment that may result from this proposal.

We appreciate the opportunity to submit our proposal for expanding the 40th Street Multimodal Project. Please contact me at (510) 550-8959, Jennifer@diabloengineeringgroup.com for any communication regarding this proposal, as necessary.

Sincerely,

Diablo Engineering Group

Jennifer Harmon, P.E.
President and CEO



Proposal - 40th Street Multimodal Project Amendment Request

SCOPE OF WORK

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



Project Tasks

8. 40th Street Phase 1 Added Scope of Work

8.1. through 8.5 approved with the 1st Amendment.

8.6. Federal Grant Benefit Cost (B-C) Analysis:

In support of the City of Emeryville applying for Federal Funding for the 40th Street Multimodal Project through the Reconnecting Communities Pilot Program. Diablo team members from Kimley-Horn to coordinate with team members to prepare Benefit Cost Analysis (BCA) meeting the USDOT Benefit-Cost Analysis guidance For Discretionary Grant Program (January 2003).

- Development and review of Cal B-C 2023 INFRA/RAISE Active Transportation model
 - Prepare preliminary spreadsheet - Fill in project information and background as applicable
 - Develop growth rates for Daily Cycling and Pedestrian trips characteristic of context of local area for existing and new facility segments. Growth rates to be sensitive to modal shift and diverted traffic specific to this project area.
 - Produce estimated Time Savings per Improved Intersection
 - Gather and analyze all collisions and incident data from applicable sources for cyclists and pedestrians
 - Compile project support, Right of Way acquisition, and Construction costs per year
 - Estimate projected annual infrastructure Operations and Maintenance cost per year
- Development and review of Cal B-C 2023 INFRA/RAISE Sketch Model v8.1
 - Prepare preliminary spreadsheet - Fill in project information and background as applicable
 - Develop growth rates for Daily Traffic trips characteristic of context of local area for existing and new facility segments. Growth rates to be sensitive to modal shift and diverted traffic specific to this project area.
 - Gather and analyze all vehicle collisions, incident data, and statewide basic average crash rates from applicable sources. Define reduction in transit accidents
 - Compile rail and transit data to define Annual Person-Trips, existing annual Vehicle-Miles, and future annual vehicle miles.
 - Define Changes in average transit travel time in non-peak and peak conditions
 - Compile project support, Right of Way acquisition, and Construction costs per year
 - Estimate projected annual infrastructure Operations and Maintenance cost per year





Proposal - 40th Street Multimodal Project Amendment Request

- Development of Summary Narrative for final Benefit Cost Analysis
 - BCA to be summarized as the net benefit/cost of the multiple components of the 40th Street Multimodal Project
 - All values and assumptions used in Cal B-C spreadsheets to be documented and discussed

8.7 Additional Vissim Traffic Analysis: This scope of work and fee summarizes the City request to expand the 40th Street Multimodal Transportation Analysis in response to stakeholder questions raised during the engagement process.

Diablo team members from Fehr & Peers will expand the weekday PM peak hour Vissim microsimulation model to incorporate the following intersections:

- Park at Horton (all-way stop)
- Park at Watt (all-way stop)
- Park at San Pablo (signal)
- 45th at San Pablo (signal)

This work will include multimodal data collection (weekday 4 to 6 PM) at the above-listed intersections. The collected data will be processed to establish the peak hour traffic volumes. Once established the volumes will be incorporated into the Vissim microsimulation models for Scenario #1 (Existing). The model will be tested to ensure it functions like the previous model and then Measure of Effectiveness (MOEs) will be generated.

Fehr & Peers will update and expand the Scenario #3 (Plus Project) microsimulation model to reflect the additional intersections and the model volumes will be modified to reflect the current project as shown in the 65% submittal. Specifically, the Scenario #3 model will be updated to reflect project design changes including:

- Hubbard will be closed at 40th
- Holden will remain open for right turns inbound only
- Haven will be closed
- Watt will remain open for right turns inbound only

The Scenario #3 model will be tested to ensure it functions like the Scenario #1 model and then MOEs will be generated.

Once the MOEs from Scenario #1 and Scenario #3 models have been established the documentation will be updated to reflect the new results. The documentation will also be expanded to discuss the timeline and technical justification for the unsignalized street closures.

The draft documentation will be provided to the Team (City and Consultants) for review and comment. After receipt of all comments, the documentation will be finalized. This scope and fee assume one round of review. Subsequent rounds of review may necessitate scope and fee amendment.



Proposal - 40th Street Multimodal Project Amendment Request

8.8 Grant Documents:

8.8.1 State Active Transportation Program (ATP)

Effort for the preparation of the City of Emeryville ATP grant application and supplemental MTC ATP grant application. This application includes extensive writing in response to specific questions and a compilation of photos and letters of support, including 25 attachments with numerous exhibits. Team members to provide updated community outreach statistics and summary to support the project. Diablo to prepare all documents for the ATP grant and assist the City of Emeryville with populating the on-line form.

8.8.2 Federal Active Transportation Infrastructure Investment Program (ATIIP)

Effort for the preparation of the City of Emeryville Federal ATIIP grant application. This application has different requirements than the ATP, and also includes extensive writing in response to specific questions and a compilation of letters of support, including 20 attachments with numerous exhibits. Diablo to prepare all documents for the ATIIP grant and assist the City of Emeryville with populating the on-line form.

8.9 Grant Applications:

8.9.1 MTC RM3 SR2TBT

Effort for the preparation of the City of Emeryville Safe Routes to Transit and Bay Trail (SR2TBT) grant application supporting the 40th Street multimodal project in Emeryville. Diablo will be responsible for final review of the application, and for final submittal of the document. It is understood that the City will have limited bandwidth to collaborate in the preparation of the application. This application has different requirements than the ATP and ATIIP, and also includes extensive writing in response to specific questions and a compilation of letters of support, including 15 attachments with numerous exhibits. Diablo team members will prepare:

- An outline and set of questions for the City
- Draft application for Diablo and City review
- Final application based on one round of consolidated comments.

The application will include updated figures and new figures to respond to MTC's specific requests. Updated cost estimating and design will be incorporated.

8.9.2 Alameda CTC 2026 CIP funding

Effort for the preparation of City of Emeryville Alameda CTC 2026 CIP funding grant application. Diablo will be responsible for final review of the application, and for final submittal of the document. It is understood that the City will have limited bandwidth to collaborate in the preparation of the application. Diablo team members will prepare:

- An outline and set of questions for the City
- Coordination with Alameda CTC staff on application requirements
- Draft application for Diablo and City review
- Final application based on one round of consolidated comments.

8.10 Added Design for Tree Mitigations and Wayfinding Changes: Added design efforts to incorporate full landscaping of medians, new tree mitigations requested by the City arborist, and implementation of revised City wayfinding standards. This effort includes coordination with the City engineering staff and the City arborist to agree on the parameters of the required over excavation, structural soil limits and deepened asphalt base under sidewalk near trees.





Proposal - 40th Street Multimodal Project Amendment Request

8.11 Potential Hubbard Redesign: Because there is potential for the property owners along Hubbard Street to continue to pursue only a partial closure of Hubbard Street, still allowing vehicles to turn from 40th Street onto Hubbard St, there is a possibility that Hubbard Street would need to be redesigned. The design team has determined that a new signal or RRFB would not be appropriate at this location, therefore the redesign would focus on shifting the bike facilities to the north in order to create space for a right turn pocket. Lighting and landscaping, including the green infrastructure layout, will need to be updated in addition to the revised civil infrastructure.

8.12 Design Services During Construction:

Efforts have been estimated to provide adequate budget for design services during construction, however, the amount of effort that construction will require will vary. Budget assumes that the City of Emeryville will hire a construction management firm with a qualified resident engineer to run this complicated project. Scope included in the budget, billed on time and materials.

8.12.1. Review Shop Drawings and Submittals: Review and approve Contractor's submittals including shop drawings, product data and specifications.

8.12.2. Attend job site meetings: Attend job site meetings and perform site observations as needed.

8.12.3. Prepare Meeting Agenda and Minutes: Prepare for construction meetings as needed.

8.12.4. Prepare proposal requests and change order documents as required.

8.12.5. Respond to RFIs: Review and respond to Contractor's Request for Information (RFI).

It is anticipated that the support of an arborist will be needed for this for the following:

- Field review and monitoring
- Field review reports on impacted trees.
- Review tree protection, when tree roots are exposed, post construction, do potential stress test if needed, etc.

8.12.6. AutoCAD As-built Drawings: Consultant will prepare and review AutoCAD As-Built drawings.



Proposal - 40th Street Multimodal Project Amendment Request

FEE ESTIMATE

The Diablo Team will provide the scope of work within the following fee estimate.



TASK	DESCRIPTION	FEE
8.6	Federal Grant Benefit Cost Analysis	\$24,000.00
8.7	Additional Vissim Traffic Analysis	\$37,517.00
8.8	ATP and ATIIP Grant Documents	\$62,000.00
8.9	MTC RM3 SR2TBT & ACTC Grant Applications	\$44,000.00
8.10	Added Design for Tree Mitigations and Wayfinding Changes	\$30,000.00
8.11	Potential Hubbard Redesign	\$100,000.00
8.12	Design Services During Construction	\$300,000.00

Total: \$597,517.00

