

RESOLUTION NO. 17-137

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Professional Services Agreement With Community Design + Architecture For An Amount Not To Exceed \$176,270 For Preparation Of The 40th And San Pablo Transit Hub Concept Design, And Appropriating \$38,270 From The General Plan Maintenance Fund Balance (Fund 225) To Account 80050, Professional Services, In The Fund 225 General Plan Maintenance Budget

WHEREAS, the City desires to complete a conceptual plan and preliminary cost estimate for street improvements at the 40th and San Pablo Transit Hub and adjacent portions of 40th Street, to make room for bus shelters, eliminate bus pullouts, reduce bicycle-bus conflicts, maximize passenger amenities, provide transit information and wayfinding, and integrate art; and

WHEREAS, Community Design + Architecture (Consultant) has proposed to provide this service for a fee not to exceed \$176,270; 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 Agreement; and,

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

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

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

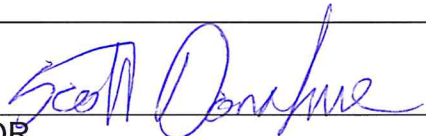
WHEREAS, there is sufficient funding in the General Plan Maintenance Fund balance to cover the contract amount; now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Professional Services Agreement with Community Design + Architecture in the form attached hereto as Exhibit A, for an amount not to exceed \$176,270 for preparation of the 40th and San Pablo Transit Hub Concept Design, and be it further

RESOLVED, that the City Council hereby appropriates \$38,270 from the General Plan Maintenance Fund balance (Fund 225) to Account 80050, Professional Services, in the Fund 225 General Plan Maintenance budget.

ADOPTED by the City Council of the City of Emeryville at a regular meeting held on Tuesday, September 5, 2017 by the following vote:


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



MAYOR

ATTEST:

APPROVED AS TO FORM:



CITY CLERK



CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of this ____ day of _____, 2017, by and between THE CITY OF EMERYVILLE, a municipal corporation, ("City") and Community Design and Architecture ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the City desires to complete a conceptual plan and preliminary cost estimate for street improvements at the 40th and San Pablo Transit Hub and adjacent portions of 40th Street, to make room for bus shelters, eliminate bus pullouts, reduce bicycle-bus conflicts, maximize passenger amenities, provide transit information and wayfinding, and integrate art; 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 Agreement; and,

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

A complete Project Description is described in ("Scope of Work, or "Proposal,"), attached as Exhibit A.

B. Services

The services to be completed under this Agreement ("Services") are:
described in Exhibit A.

C. Schedule and Completion Date:

The services to be provided by Consultant under this Agreement shall commence on September 6, 2017 and terminate on June 30, 2018.

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

Exhibit A

II. WORK CHANGES

- A. The City reserves the right to order changes in the work to be performed under this Agreement by altering, adding to or deducting from the work, provided that any addition to Consultant's scope of work falls within Consultant's expertise and is not otherwise in conflict with Consultant's legal or ethical obligations. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.
- B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed on behalf of the City and the Consultant.
- C. The City Manager has authority to execute without further action of the Emeryville City Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or increase the total amount to be paid under this Agreement, as set forth in Section III.B below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$45,000 must be approved by resolution of the Emeryville City Council.

III. COMPENSATION AND METHOD OF PAYMENT

- A. City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. The City shall pay the Consultant within thirty (30) days after approval of the invoice by City staff.
- B. The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed One hundred seventy six thousand two hundred seventy dollars (\$176,270) except as outlined in Section II.C., above. The compensation for Services performed shall be computed based upon hourly rates 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.

IV. COVENANTS OF CONSULTANT

A. Assignment of Agreement

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

B. Responsibility of Consultant and Indemnification of City

It is the intent of the parties that the language of this Paragraph complies fully with the requirements of section 2782.8 of the California Civil Code as enacted by AB 573. To the fullest extent permitted by law, Consultant 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 Consultant or subconsultants as well as any claim by any employee, agent, Consultant or independent contractor hired or employed by Consultant 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 consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, caused by, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. 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 Consultant. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

C. Independent Contractor

The Consultant 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 Consultant 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 consultants, 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

D. Insurance

1. Requirements: The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subcontractors. If requested, Consultant shall provide the City with copies of all insurance policies. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
2. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
 - a. Commercial General Liability providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury with limits of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and, if required by City, products and completed operations coverage for the term of the policy.
 - b. Comprehensive Automobile Liability (owned, non-owned, hired, if any) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000).
 - c. Professional Liability of One Million Dollars (\$1,000,000) providing coverage on a claims made basis for errors,

omissions or malpractice. Professional liability insurance must be continued for at least 5 years after termination or final payment under the Agreement, whichever is later.

- d. Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

No Workers' Compensation insurance shall be required if Consultant completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

_____ (Consultant's initials)

- 3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

- 4. Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverage.

- i. Consultant shall name the City of Emeryville, its officials, employees, agents and volunteers as additional insureds in its Commercial General Liability and Automobile Liability policies. If Consultant submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG 20 10 11 85 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance); The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers, except where limited by State laws.

When a certificate says, "certificate issued to" this does not mean the same as *additional insured* and is not acceptable.

- ii. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its

officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
- iv. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- vi. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.
- vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

b. Workers' Compensation Coverage

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

c. All Coverages

- i. Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation. Consultant shall provide thirty (30) days written notice to the City of any material changes in the policy language or terms.

5. Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

6. Verification of Coverage: Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
7. Subcontractors: Consultant shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement, including but not limited to naming the City, its officials, employees, agents and volunteers as additional insureds.
8. Claims-Made Policies. Consultant shall extend any claims-made insurance policy for at least 5 years after termination or final payment under the Agreement, whichever is later.

E. Records, Reports and Audits

1. Records
 - a. Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. 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 Agreement. 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 Agreement shall be clearly identified and readily accessible.

2. Reports and Information: Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.
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 Agreement. The Consultant 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 Agreement.

F. Conflicts of Interest

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

G. Confidentiality

The Consultant 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 or an order of a court of competent jurisdiction. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

H. Discrimination Prohibited

The Consultant covenants and agrees that in performing the services required under this Agreement, the Consultant 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.

I. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant 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 Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

J. Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant 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 Consultant's obligations under this Agreement and shall be grounds for termination.

K. Authority to Contract

The Consultant 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 Consultant to the terms of this Agreement, if applicable.

L. 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 Consultant ("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 Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City, except that Consultant shall be allowed to keep a copy of the Materials for its own records and for use as examples of Consultant's expertise in future marketing efforts. The Consultant 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 Consultant shall replace them at its own expense.

Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

M. Living Wage

If this Agreement provides for compensation to Consultant of \$25,000 or more within a single fiscal year for providing services to the City, then Consultant 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) Consultant is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Consultant who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Consultant 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.

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Consultant 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 Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

Consultant shall notify each of its affected employees regarding wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$15.20 per hour (as of July 1, 2017) 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 March to February, 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.

N. Prevailing Wages

To the extent the services to be provided by Consultant pursuant to this Agreement constitutes "public work" as defined in Labor Code Section 1720, Consultant shall pay and shall ensure that all subconsultants or subcontractors pay all persons providing labor to perform the work under this Agreement applicable prevailing wage rates for the work to be performed as determined in the General Prevailing Wage Determination ("Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code sections 1770, 1773, et. seq., and otherwise comply with all provisions of this Section IV.N. A copy of the applicable Wage Determination is on file in the offices of the City.

Consultant is required to comply with the following provisions and to insure that all subcontracts include the following provisions. If, for some reason, these provisions are not included in subcontracts, they shall nevertheless apply:

1. Hours of Labor: Eight hours' labor constitutes a legal day's work. Consultant shall forfeit, as penalty, Twenty-Five Dollars (\$25) for each worker employed in the performance of the Agreement by Consultant or by any subconsultant under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Consultant in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted under compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said section 1815.
2. Labor Non-Discrimination: Consultant shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, or age of such persons, except as provided in section 12940 of the Government Code.
3. Prevailing Wages: Consultant shall comply with California Labor Code sections 1770 to 1780, inclusive. In accordance with section 1775, Consultant shall forfeit as a penalty an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50), for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such

worker is employed for any work done under the Agreement by him or by any subconsultant under him in violation of the provisions of the Labor Code, and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Consultant.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and can be obtained on-line at <http://www.dir.ca.gov>. It is mandatory for Consultant and any subcontractor to pay not less than the specified rates to laborers and workers employed by them in the execution of this Agreement.

Consultant shall comply with the provisions enacted by AB 854 that require Consultant and any subcontractor be registered with the State Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Consultant shall post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

Consultant shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of section 1773.8.

4. Payroll Records: Consultant shall be responsible for the compliance with Labor Code section 1776 by his subconsultants.
 - a. Each Consultant and subconsultant shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
 - b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- ii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- iii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant and the entity through which the request was made. The public shall not be given access to such records at the principal office of Consultant.
- c. The certified payroll records shall be on forms provided by the division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- d. Each Consultant shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant shall not be marked or obliterated.
- f. In the event of noncompliance with the requirement of this section, Consultant shall have ten (10) days in which to

comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with this section. Should noncompliance still be evident after such ten (10) day period, Consultant shall, as a penalty to the State or City, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any monies due or which may become due to Consultant.

Consultant and each subconsultant shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

5. Apprentices: Consultant shall fully comply with the requirements of sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with section 1777.5, Consultant shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Consultant shall require each subconsultant who will perform work or labor or render service to Consultant in or about the construction of the work to comply fully with sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

6. Workers' Compensation: Pursuant to the requirements of section 1860 of the California Labor Code, Consultant 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 Agreement, Consultant 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."

7. Event of Default: Failure by Consultant to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

O. Standard of Care

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a reasonable practitioner of the profession in which Consultant is engaged.

V. TERMINATION

- A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- 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 Consultant for services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Consultant 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 Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.
- E. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Consultant 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 Consultant or successor or on any obligation under the terms of this Agreement.

VII. ENTIRE AGREEMENT

This Agreement 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 Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

IX. 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 Agreement, 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 Agreement 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.

X. SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. 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 Agreement shall remain in full force and effect to the extent possible.

XI. BUSINESS LICENSE

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

XII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work shall be exchanged between Diana Keena for the City and Thomas Kronemeyer for the Consultant.

B. Official Notices

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

CITY

Diana Keena
1333 Park Avenue
Emeryville, California 94608
Phone No. (510) 596-4335
Fax No. (510) 658-8095
E-Mail Address dkeena@emeryville.org

CONSULTANT

Thomas Kronemeyer
610 16th Street, Suite 420
Oakland, California 94612-1285
Phone No. (510) 839-4568
E-Mail Address thomas@community-design.com

XIII. WAIVER OF AGREEMENT

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

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement, which shall become effective as of the date the City Manager executes this Agreement on behalf of the City.

Approved as to form:



Andrea Visveshwara, Assistant City Attorney

CITY OF EMERYVILLE

Dated: _____, 20____

Carolyn Lehr, City Manager

CONSULTANT

Dated: 8/9, 20 17

By: _____

Its: PRESIDENT

Scope of Work and Deliverables

The Community Design + Architecture Team (CD+A) have prepared the following Scope of Work for the CD+A Team's efforts on the 40th and San Pablo Transit Hub Project building from the list of tasks included in the City's RFP.

Task 0: Project Management

Task 0.1: Kick-Off Meeting and Site Visit

CD+A, Fehr & Peers, and Arup will attend a project kick-off meeting and site visit with City of Emeryville staff during which the project scope, schedule, and expectations for communication and workflow will be discussed.

Meeting participants will then walk the short distance from City Hall to the project site to conduct an hour and one half long site visit to take advantage of the type of discussions that occur during "walk audit"-type events that allow for an informal discussion of existing conditions, participants' perspectives on opportunities for improvements and potential constraints, and other aspects of the project. The outcomes of the site visit will be documented in the meeting notes for the kick-off meeting.

Task 0.2: On-going Project Management

CD+A will be responsible for ongoing management of the project and communication with City staff to coordinate the scheduling of meetings and presentations, and to produce project deliverables in a timely fashion.

CD+A uses an open management approach in which communications between CD+A and City staff occurs on an as-needed basis. This approach is facilitated through CD+A's Project Manager, Thomas Kronmeyer. Periodic management meetings/conference calls will occur with CD+A and City staff and additional participants as jointly determined by the City and CD+A's project manager. This task includes the preparation of monthly status reports that are provided to the City's project manager along with CD+A's invoices.

Task 0: Key Deliverables and Meetings

- Kick-off Meeting and Site Visit (all CD+A Team Members)
- Phone calls and periodic meetings for project management
- Monthly progress reports

Task 1: Existing Conditions

Task 1.1: Data Collection and Base Map Preparation

CD+A will lead the team in conducting a Preliminary Site Assessment, including preparation of a base map and documentation of existing conditions critical to the development and evaluation of the initial and preferred design concepts.

Arup will prepare an existing conditions base map including striping, curb alignment, sidewalks, building footprints, trees, public and private facilities, street furniture and signage. The base map will be created using files provided by the City as the base background. Existing dimensions will be approximated using Google Earth. Arup; will conduct one site to take preliminary field measurements to verify critical dimensions and gradients that may affect the proposed design solutions. Arup will review assessor parcel

maps and utilities records (provided by the City) to determine right-of-way impacts and which, if any, permits are needed.

The base map will include utility appurtenances shown on the base files provided by the City, e.g. valves, electrical and telecom vaults and pull boxes, drain inlets, storm drainage and sanitary sewer alignments. Location of underground utilities will be approximated using readily available data sources from the City's and utility providers' records and surveys. Information on existing infrastructure, such as light fixtures, signage, signal poles, fire hydrants will be mapped using a combination of data available from the City, supplemented by a review of Google Earth and observations made during the site visit.

CD+A will prepare a series of typical illustrative cross-sections to complement information documented on the base map and convey the width of various elements within and adjacent to the right-of-way, such as building setbacks and articulation (including awnings and overhangs where these may protrude into the sidewalk space), landscape buffers, sidewalks (and their streetscape elements), bus pads, parking, travel and turn lanes, and medians.

In addition to the mapping and documentation of existing conditions, the CD+A Team will identify key functional aspects within the project area, including transportation functions such as access to parking, delivery vehicle access, transit circulation, boarding and alighting, and pedestrian access to transit, as well as access to adjacent buildings.

Task 1.2: Initial Draft of Existing Conditions Memorandum

The CD+A Team will prepare initial analysis of spatial and functional constraints, challenges, and opportunities found within the project area and summarize these in draft illustrations and as lists of assumptions and conditions for use in meetings with key stakeholders, such as AC Transit and Emery Go-Round. After an initial review of this packet of information by City staff, CD+A and Fehr & Peers will join City staff for an initial meeting with AC Transit and Emery Go-Round to get their input on existing conditions, operational issues and goals as well as to solicit information on potentially upcoming route changes in the area. The potential and available flexibility for moving bus stops to other locations or stops for specific routes to alternate locations in the project area will also be discussed.

Fehr & Peers will use available intersection multimodal counts at four locations during the AM and PM peak periods. Conduct field observations of the vehicle flow characteristics noting approximate vehicle queues, intersection geometry, signal timing/phasing, and vehicle – pedestrian/bicycle interactions. The multimodal data and field observations will be processed and incorporated into VISSIM models of the study intersections for the AM and PM peak hours. VISSIM is a micro-simulation software that allows the analyst to evaluate the impact of transit operations as well as operations for all travel modes.

Task 1.3: Draft Existing Conditions Memorandum

Based on the input on goals, opportunities, and concerns received from City and AC Transit staff, and the information mapped and collected during earlier phases of work under this task, the CD+A Team will finalize illustrations and text that synthesize the spatial and functional constraints, challenges, and opportunities found within the project area. These will inform the Team's work on developing initial concepts for improvements and their feasibility evaluation under Task 2. A draft of the Existing Conditions Memorandum will be provided to City staff for review and comment.

Task 1.4: Final Existing Conditions Memorandum

After receiving one set of consolidated comments from the City's project manager, CD+A will prepare the Final Existing Conditions Memorandum.

Task 1: Key Deliverables and Meetings

- Draft and Final Base Map
- List of initial assumptions and conditions for use in meeting with AC Transit and Emery Go-Round
- Meeting with AC Transit and Emery Go-Round staff (CD+A/F&P)
- Set up of VISSIM Model (Existing Conditions)
- Draft and Final Existing Conditions Memorandum

Task 2: Feasibility Study***Task 2.1: Summary Memo of Initial Range of Concept Diagrams and Draft Performance Criteria***

CD+A will lead the task of developing a range of concept diagrams for the design of the 40th and San Pablo Transit Hub and improvements extending along the length of 40th to the 40th Street bridge. The concept diagrams will be informed by the Task 1 existing conditions assessments, and include plans and sections for the primary transit hub area between the Adeline and San Pablo intersections, diagrams of treatments for the bus stops that are adjacent to 40th and on San Pablo, and plan diagrams and sections for locations west of San Pablo to clarify transit, bicycle, landscape, and placemaking feasibility in that area.

To start the effort, CD+A will prepare a range of initial design concept diagrams and descriptions of key aspects of the improvements associated with each concept. These concepts will identify what the design might look like if they were carried forward by the City into detailed design and ultimately constructed.

Fehr & Peers will collaborate with CD+A and provide their expertise on the design of bicycle facilities, with a particular focus on the relationship of bicycle and transit facilities at bus stop locations. In addition, Fehr & Peers will lead the assessment of the concepts with respect to their impact on multimodal operations.

In coordination with CD+A's concepts for maximizing potential green infrastructure's placemaking potential, Arup will develop a list of potentially viable green infrastructure (BMPs) typologies and provide a sketch of preliminary BMP opportunity site. Arup will identify the approximate extent of utility relocations (if any) and lighting, including concept diagrams, description of feasibility, and a list of pros and cons.

The CD+A Team will develop an initial set of draft performance criteria to be used in the evaluation of the alternative design concepts, informed by discussions with City staff, AC Transit and Emery Go-Round. Performance criteria will likely address traffic and transit operations, accessibility of land uses, potential need for additional right-of-way (e.g. easements), level-of-magnitude cost, opportunities for place-making and the incorporation of public art. The performance criteria will be refined based on feedback from initial stakeholder outreach and surveys, see Task 3: Community Participation.

Diagrams, descriptions, and draft performance criteria will be presented in a summary memorandum that is provided to City staff for review and further discussion. After establishing agreement on which concepts should be included in the feasibility study and the draft performance criteria, CD+A, with support from Fehr & Peers, will prepare final draft concept designs represented in plan view diagrams and cross-sections illustrating allocation of right-of-way space to each mode (pedestrian, passenger waiting environment, bicycle, transit, automobile/truck). Vignettes or diagrams of typical conditions at bus stop locations will further illustrate the spatial arrangement of design elements – such as the bus stop's passenger environment (on boarding islands or embedded within the sidewalk area), bicycle facilities,

dedicated transit or mixed use travel lanes. Information will also be generated that highlights the opportunities for incorporating public art (e.g. into shelters, pavement, light fixtures, or other streetscape elements) and green infrastructure into the transit hub environment created by each design concepts; this will include a combination of photos of built examples and concept sketches.

Task 2.2: Technical Feasibility Assessments

As part of the assessment of potential transit and traffic operational impacts Fehr & Peers will evaluate one (1) concept alternative using the VISSIM models that includes bus boarding islands on 40th Street. While other alternatives that include lane reductions will have different multimodal elements, the potential impacts caused by the reduction in the number of travel lanes, will be common to all alternatives that include this approach. It is assumed that alternatives that do not include a change in the number of travel lanes will result in signal and traffic operations fundamentally similar to currently existing conditions. Based on this, Fehr & Peers can establish the transit operating impacts by modeling a single concept alternative. The evaluation of bicycle and pedestrian operating conditions will be completed for up to three (3) concept alternatives using *Built Environment Factors* consistent with Fehr & Peers StreetScore+ Tool.

Arup will review the diagrammatic layout alternatives to identify pros and cons qualitatively from a potential cost perspective. Arup will review Fehr & Peers' bicycle facility alignments and provide comments. Arup will lead the development of initial, qualitative, cost comparison of one base case and two alternative designs.

Task 2.3: Initial Draft of Feasibility Study Memorandum for Staff Review

CD+A will prepare an initial draft of the Feasibility Study Memorandum that includes descriptions of each concept, with illustrations and tables that clearly convey the technical and qualitative evaluation results and easy to compare lists of pros and cons as well as tradeoffs associated with each concept. After staff review comments have been incorporated a meeting with AC Transit/ Emery Go-Round will be scheduled to provide the transit operators with an opportunity to review and comment on the transit related pros and cons prior to the development of the public review draft.

Task 2.4: Public Review Draft of Feasibility Study Memorandum

Based on City and transit staff comments, the CD+A Team will then develop the content of the public review draft of the Feasibility Study Memorandum for presentation in a community meeting, focus group meetings, and committees and commissions as described (and budgeted) under Task 3. In parallel with the meetings, additional public input will be solicited by City Staff conducting an intercept survey (also see Task 3.2) and by posting the public review draft materials online along with an online survey.

After receiving input from the public, stakeholders, committee and commission members, the public review draft of the Feasibility Study and a summary of comments received to date will be presented to the City Council. City Council members will be asked to provide their input on which design concept or specific elements should be further developed in the preferred concept.

Task 2.5: Final Feasibility Study Memorandum

After receiving one set of consolidated comments from the City's project manager, CD+A will prepare the Final Feasibility Study Memorandum, which will include the identification of the preferred design concept for further developed under Task 4.

Task 2: Key Deliverables and Meetings

- Summary memorandum with initial range of concept diagrams, descriptions, and draft performance criteria
- VISSIM Model of one (1) Built Alternative (with a reduced number of travel lanes)
- Initial summary of Feasibility Study Memorandum for staff review and following AC Transit/Emery Go-Round review
- Meeting (budgeted under Task 3) with Joint AC Transit/Emery Go-Round
- Public Review Draft of Feasibility Study Memorandum
- Meetings (budgeted under Task 3) with Stakeholder Focus Groups (3); Community Meeting (1); Committees and Commissions (4);
- Attendance of City Council Meeting (1)
- Final Feasibility Study Memorandum

Task 3: Community Participation***Task 3.1: Support Materials for Community Participation***

CD+A will lead the team's efforts in working with City staff to undertake the Community Participation task. The following describes the proposed support services the CD+A Team will provide to City staff with respect to the Community Participation effort. Prior to meetings, CD+A will provide staff with graphics or text for staff's preparation of presentations, flyers, meeting invites, or on-line postings. During meetings, CD+A Team members will listen to the discussion of ideas, comments, concerns, and requests made by stakeholders, commission and committee or council members. As requested by City staff, Consultants will support staff in presenting materials prepared by the CD+A Team and engage in constructive dialogue with meeting participants. The base scope assumes that City staff will take on the public notification of community meetings, and the coordination and scheduling of stakeholder meetings.

The meetings summarized in the Task 3 sub-tasks below will occur parallel with Task 1: Existing Conditions and Task 2 Feasibility Study. At a minimum, CD+A will attend all meetings. Additional CD+A Team members will attend as indicated below.

Task 3.2: Draft and Final Survey Questionnaire (coordinated with Task 2)

After an initial discussion with City staff about the input desired from the survey, CD+A will provide City staff with recommended questions for staff to prepare; and CD+A will review the staff's draft survey. It is expected that the survey will be conducted in parallel with the focus meetings and be available for distribution or referenced at the public community meeting.

The base scope assumes that City staff will administer the online survey and conduct the intercept survey of transit riders and others who use the 40th and San Pablo Transit Hub area and that staff will compile all survey results for inclusion in the Community Participation Memorandum that CD+A will prepare.

Task 3.3: AC Transit and Emery Go-Round Meetings (coordinated with Tasks 1 and 2)

Joint meetings with AC Transit and Emery Go-Round staff will occur in coordination with Tasks 1 and 2. The first meeting, attended by CD+A and Fehr & Peers will be held during work on Task 1, after initial discussions about project goals and opportunities have taken place between City staff and the CD+A Team. This meeting will be critical for the Consultant Team's understanding of AC Transit/Emery Go-

Round's transit operations goals and design parameters. The discussion will explore the operators' flexibility regarding relocating stops and route alignments, minimum and desired dimensions for lanes with transit vehicles, boarding islands, and bus stops, the desired complement of amenities, design parameters for shelters (custom or pre-manufactured) and associated advertising, coordination of bus and bicycle travel at bus stops, and other topics.

A second meeting, attended by CD+A and Fehr & Peers and held in coordination with Task 2, during which input will be solicited on the range of diagrammatic design concepts and pros and cons presented in the initial review draft of the feasibility study. This meeting will significantly inform the further detailing of a preferred concept plan.

Note: A third and fourth meetings with AC Transit/Emery Go-Round will occur near the beginning of Task 4 one when the initial preferred design concept is being developed and the fourth to review the public review draft preferred design concept.

Task 3.4: Meeting with Caltrans (coordinated with Task 2)

The CD+A Team assumes that the schedule of Alameda CTC's San Pablo Avenue Multimodal Corridor project will allow a vetting of the envisioned improvements for the 40th and San Pablo Transit Hub project that affect the design and operational aspects of the 40th Street and San Pablo intersection and its approaches. If, as both projects get under way, this assumption is found to be unrealistic, the CD+A Team can prepare for and participate in a meeting with Caltrans to solicit and discuss the agency's input and applicable parameters related to design concepts for the bus stops on San Pablo and design changes to the 40th Street and San Pablo intersection. This meeting would likely occur prior to the development of the Task 2 public review draft Feasibility Study Memorandum.

Task 3.5: Focus Groups Meetings (coordinated with Task 2)

CD+A will support staff's efforts by attending up to three (3) focus group meetings with adjacent property owners, ground floor tenants, and residential property managers. These should be combined to the extent feasible. It is expected that these meetings will occur during Task 2 and utilize select materials from the existing conditions memorandum and the public review draft of the feasibility study to solicit stakeholder input and feedback on the diagrammatic concept alternatives and pros and cons presented in the public review draft of the feasibility study.

Task 3.6: Community Meeting (coordinated with Task 2)

This meeting should occur following the stakeholder meetings. Members of the CD+A Team (3 from CD+A, 1 from Arup, and 1 from Fehr & Peers) will attend one (1) community meeting and support City staff in presenting, facilitating discussion, and soliciting feedback on the range of diagrammatic design concepts and pros and cons presented in the public review draft of the feasibility study.

Task 3.7: Committee and Commission Meetings (coordinated with Task 2)

The Committee and Commission meetings will occur in coordination with work on Task 2 after the public review draft of the feasibility study has been completed with input from City staff. CD+A, with support from Fehr & Peers as indicated, will attend up to four (4) meetings with City of Emeryville commissions and committees to present and solicit input on the range of diagrammatic concept alternatives and pros and cons presented in the public review draft of the feasibility study.:

- Bicycle/Pedestrian Advisory Committee (BPAC) – attended by CD+A and F&P;
- Transportation Committee – attended by CD+A and F&P;
- Planning Commission – attended by CD+A; and,

- Public Art Committee – attended by CD+A.

A meeting with the Public Arts Committee was added to the committee and commission meetings described in the RFP, because it is important to involve the Committee early in the design and assessment process in order to have the best opportunity to achieve their support of the public art approach and a commitment to utilize their funding to support implementation. This meeting will be in addition to the meeting with the Committee in Task 7: Approvals. At the Committee meeting, City and CD+A staff will receive feedback from Committee members on the range of opportunities for incorporating public art in the diagrammatic design concepts. The Committee's input will inform the development of the preferred concept plan in Task 4.

Task 3.8: City Council Meeting (coordinated with Task 2)

CD+A will attend one (1) City Council meeting. This meeting will occur after all the other Task 3 meetings discussed above. This will allow Council members to be presented with an overview of the feedback received from others to-date, to help them in providing their recommendations for development of the preferred concept. Task 3.9: Draft Community Participation Memorandum

The community participation process conducted for this project and its key outcomes will be summarized in a Draft Community Participation Memorandum prepared by CD+A, based on survey data and meeting input summaries prepared by City staff.

Task 3.10: Final Community Participation Memorandum

After receiving one set of consolidated comments from the City's project manager, CD+A will prepare the Final Community Participation Memorandum.

Task 3: Key Deliverables and Meetings

- Graphics (prepared under other Tasks) or text for presentations, flyers, meeting invites, or on-line postings
- Meeting Attendance: Joint AC Transit/Emery Go-Round (3); Caltrans (1); Stakeholder focus Groups (3); Community Meeting (1); Committees and Commissions (4); City Council (1)
- Input on City staff-generated Questionnaire
- Draft Community Participation Memo
- Final Community Participation Memo

Task 4: Conceptual Design of Preferred Design Concept

Task 4.1: Initial Draft of Conceptual Design Plans and Cross-Sections for Staff Review

CD+A will lead the Team in developing the Preferred Concept Design for the 40th and San Pablo Transit Hub, to an approximate 30% design level. The design will be documented in a basic CAD-based plan suitable for deriving quantities needed for preparation of the preliminary cost estimate. In addition, CD+A will prepare illustrative cross-sections and plan views for the area core transit hub area as well as typical conditions along the length of 40th Street. The illustrative drawings will include dimensions for all critical design elements, such as, revised curb lines for curb extensions, sidewalk widenings, boarding islands/areas, travel and turn lanes, updated roadway striping, crosswalks, as well as the locations of opportunities for public art treatments, street trees, green infrastructure, light fixtures and other streetscape elements.

Arup will provide an engineering review and input of the conceptual design plan provided by other team members, coordinate with CD+A on green infrastructure opportunities, and prepare a CAD-based layout and typical details of viable green infrastructure Best Management Practices (BMPs), such as rain gardens and stormwater planters to comply with the City's Stormwater C3 Program. Arup will also prepare a concept utility plan that identifies required relocations (if any).

Utilizing the City's street lighting standards and criteria information provided, Arup will establish light level and fixture spacing criteria for CD+A to prepare an initial lighting layout. Arup's work will include sketches of potential lighting options based on architectural renderings of the integration of lighting as art elements, and preliminary luminaire information. If necessary, Arup will provide a brief, high-level assessment of structural implications of retrofitting lights to existing street furniture / art elements, to inform a rough-order-of-magnitude cost assessment.

Task 4.1.1: Updated VISSIM Model

Fehr & Peers will update the VISSIM model used for the operational assessment of the initial concept design alternatives under Task 2. This update will be in accordance to the geometrical changes that may occur as the initial concept design is refined under Task 4.

Task 4.2: Initial Draft of Conceptual Design Memorandum for Staff Review

CD+A will prepare a brief memorandum that summarizes key aspects of the preferred concept, including why it was selected based on the outcomes of the feasibility study and community input. This will integrate design plans, sections, diagrams, photos of example improvements (including public art opportunities), and other illustrations. The Memorandum will also summarize the Task 5: Preliminary Cost Estimate and Task 6: Funding Strategy.

An initial draft of the Conceptual Design Memorandum and initial draft of the preferred concept plans and cross-sections will be provided to City staff for review and comment.

Task 4.3 and Task 4.4: Initial Draft of Conceptual Design Plans and Cross-Section and Memorandum

After making necessary modifications, CD+A will support City staff in presenting the conceptual design materials to project stakeholder, committees, and commissions, as described in Task 7: Approvals. After receiving input from the public, transit stakeholders, committee and commission members, the Conceptual Design and a summary of comments received to date will be presented to the City Council for approval.

Task 4.5 and Task 4.6: Final Conceptual Design Plans and Cross-Section and Memorandum

The CD+A Team will prepare the Final Conceptual Design Memorandum, design plans, and cross sections, after receiving Council approval and one set of consolidated Council and other direction from the City's project manager.

Task 4.5.1: Concept Plan for full length of project area

The CAD-based plan will include all striping, curb alignments, light fixture, drainage inlet and street tree locations, and other details for the full length of the study area from Adeline to the 40th Street overcrossing.

Task 4.5.2: Concept Plan illustrative graphics

CD+A will prepare illustrative renderings/photo simulations that bring the streetscape and multimodal improvements included in to life and can be used in the City's grant applications for a range of funding sources. The selection of locations for which to prepare the illustrative graphics will be determined in close coordination with City staff. The budget assigned to this task in the proposed project budget reflects the preparation of three (3) renderings/photo simulations, likely two associated with the Transit Hub area from Adeline to San Pablo along 40th, and one illustrating a bus stop and public art example in the area west of San Pablo.

Task 4: Key Deliverables and Meetings

- Initial draft of Conceptual Design Plans and Cross-Sections for staff review and following AC Transit/Emery Go-Round review
- Meeting (budgeted under Task 7) with Joint AC Transit/Emery Go-Round
- Initial draft of Conceptual Design Memorandum for staff review
- Updated VISSIM Model
- Public Review Draft Conceptual Design Plans and Cross-Sections
- Public Review Draft Conceptual Design Memorandum
- Public Review Draft of Feasibility Study Memorandum
- Meetings (budgeted under task 7): Community Meeting (1); Committees and Commissions (4)
- Attendance of City Council Meeting (1)
- Final Conceptual Design Plans and Cross-Sections
- Draft and Final full length, CAD-based detailed corridor and striping plan
- Three (3) draft and final renderings/photo simulations
- Final Conceptual Design Memorandum

Task 5: Preliminary Cost Estimate***Task 5.1: Draft Preliminary Cost Estimate***

Arup will lead the development of Preliminary Cost Estimate and develop a Level-4 (Concept Feasibility) Statement of Probable Cost based on Task 4 conceptual design plans including a costs basis description. A draft and final Statement of Probable Cost will be based on one preferred design option.

CD+A and Fehr & Peers will support Arup by providing unit costs and other information related to intersection improvements and streetscape/landscape related cost items respectively.

The draft preliminary Statement of Probable Cost will be included in the initial and public review drafts of the Conceptual Design Memorandum prepared under Task 4.

Task 5.2: Final Preliminary Cost Estimate

A revised preliminary cost estimate will be prepared based on the final conceptual design. This will be included in the Final Conceptual Design Memorandum.

Task 5: Key Deliverables and Meetings

- Initial draft of Statement of Probable Cost Memorandum for staff review
- Public Review Statement of Probable Cost Memorandum
- Final Preliminary Statement of Probable Cost Memorandum

Task 6: Funding Opportunities***Task 6.1: Draft and Final Funding Strategy***

CD+A will prepare an overview of potential funding sources for improvements included in the preferred conceptual design. The base funding strategy will be presented in the form of a matrix that is accompanied by a brief narrative. The matrix will include a list of various Federal, State, regional, and local funding sources. This will include funding sources, such as cap-and-trade related grants, green infrastructure grants from Federal and State resource and environmental agencies, and various state bond related funds. These funding sources will be matched up with a list of the transit, multimodal, green infrastructure, streetscape, public art, and other improvements included in the preferred conceptual design and provide indications of which type of improvements may be eligible for being funded by which funding sources and under what circumstances. This work will be done in parallel with Task 4: Conceptual Design of Preferred Design Concept.

CD+A will lead the preparation of a Draft Funding and Phasing Strategy Memorandum for review by City staff, and will facilitate a meeting with staff to discuss the report and City feedback. Following resolution of City feedback, CD+A will lead the preparation of the Final Funding and Phasing Strategy Memorandum.

Task 6: Key Deliverables and Meetings

- Draft and Final Base Funding Opportunities

Task 7: Approvals***Task 7.1: Support Materials for Community Participation***

Similar to Task 3, CD+A will support the City's project manager in presenting in a series of community, stakeholder, and commission and committee meetings the public review draft of the Conceptual Design plans, sections, and other critical information as well as the preliminary cost estimate prepared under Tasks 5 and the Task 6 materials.

The meetings described in the Task 7 sub-tasks below will occur after the CD+A Team has prepared the public review draft materials under the Team's work on Tasks 4 and 5, and the draft Task 6 materials. CD+A recommends that the public participation and transit stakeholder involvement as well as meetings with City commissions and committees include the meetings listed in Task 7.2 to Task 7.5. In addition, the base scope assumes that City staff will present the concept design materials prepared by the CD+A Team through on-line postings on city website and a pop-up type event(s) at the bus stops in the project area.

***Task 7.2: AC Transit and Emery Go-Round Meetings
(coordinated with Task 4)***

One (1) joint meeting with AC Transit and Emery Go-Round will be attended by CD+A. This meeting will occur after initial drafts of the Preferred Concept Design have been completed, but in advance of the full development of the public review draft. This approach gives the City and the CD+A Team the

opportunity to discuss all critical transit stop design and operations related aspects of the initial design with both transit operators so that their core needs are reflected in the public review draft of the Preferred Concept Design.

Task 7.3: Community Meeting (coordinated with Task 4)

Three (3) staff from CD+A will attend one (1) community meeting and support City staff in presenting, facilitating discussion, and soliciting feedback on the draft Preferred Concept Design for the 40th and San Pablo Transit Hub.

Task 7.4: Committee and Commission Meeting (coordinated with Task 4)

These meetings will occur in coordination with Tasks 4 and 5 after the public review draft of the Preferred Concept Design has been completed with input from City staff. CD+A, with support from Fehr & Peers as indicated, will attend up to four (4) meetings with City of Emeryville commissions and committees to present and solicit input on the draft Preferred Concept Design. One meeting each with the following committees and commissions is included in the scope and budget for this task (for a total of four (4) meetings):

- Bicycle/Pedestrian Advisory Committee (BPAC) – attended by CD+A and F&P;
- Transportation Committee – attended by CD+A and F&P;
- Planning Commission – attended by CD+A; and,
- Public Art Committee – attended by CD+A.

The goal of the second meeting with the Public Art Committee is to establish that the opportunities for the incorporation of public art included in the draft Preferred Concept Design are supported by the Committee.

Task 7.5: City Council Meeting (coordinated with Task 4)

CD+A will attend one (1) City Council meeting. This meeting will occur after all other meetings discussed above have taken place, giving Council members to be presented with an overview of the feedback received from others to-date, and provide the final direction and approval given that context.

The City Council's direction and approval will provide City staff and the CD+A Team with the information needed to prepare the Final Concept Design Memorandum under Task 4, and other final materials.

Task 7: Key Deliverables and Meetings

- Graphics (prepared under other Tasks) or text for presentations, flyers, meeting invites, or on-line postings
- Meeting Attendance: Joint AC Transit/Emery Go-Round (1); Committees and Commissions (4); City Council (1)

[illegible]

Task	2017				2018				2019								
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
Task 0: Kick-Off Meeting/Outline Scope/Project Management																	
0.1 Kick-off Meeting and Site Visit																	
0.2 On-Going Project Management																	
Task 1: Existing Conditions																	
1.1 Data Collection and Base Map Preparation																	
1.2 Initial Draft of Existing Conditions Memorandum																	
1.3 Draft Existing Conditions Memorandum																	
1.4 Final Existing Conditions Memorandum																	
Task 2: Feasibility Study																	
2.1 Summary Memorandum of Initial Range of Concept Diagrams and Draft Performance Criteria																	
2.2 Technical Feasibility Assessments																	
2.3 Initial Draft of Feasibility Study Memorandum for Staff Review																	
2.4 Public Review Draft of Feasibility Study Memorandum																	
2.5 Final Feasibility Study Memorandum																	
Task 3: Community Participation																	
3.1 Support Materials for Community Participation and Meeting Summaries																	
3.2 Draft and Final Survey Questionnaire (coordinated with Task 2)																	
3.3 Meetings with AC Transit and Emery Go-Round (coordinated with Tasks 1 and 2)																	
3.4 Meeting with Caltrans (coordinated with Task 2)																	
3.5 Focus Group Meeting(s) (coordinated with Task 2)																	
3.6 Community Meeting (coordinated with Task 2)																	
3.7 Committee and Commission Meetings (coordinated with Task 2)																	
3.8 City Council Meeting (coordinated with Task 2)																	
3.9 Draft Community Participation Memorandum																	
3.1 Final Community Participation Memorandum																	
Task 4: Conceptual Design of Preferred Alternative																	
4.1 Initial Draft of Conceptual Design Plans and Cross-Sections for Staff Review (including 4.1.1)																	
4.2 Initial Draft of Conceptual Design Memorandum for Staff Review																	
4.3 Public Review Draft of Conceptual Design Plans and Cross-Sections																	
4.4 Public Review Draft of Conceptual Design Memorandum																	
4.5 Final Conceptual Design Plans and Cross-Sections (including 4.5.1 and 4.5.2)																	
4.6 Final Conceptual Design Memorandum																	
Task 5: Preliminary Cost Estimates																	
5.1 Draft Preliminary Cost Estimate																	
5.2 Final Preliminary Cost Estimate																	
Task 6: Funding Strategy																	
6.1 Draft and Final Funding Strategy																	
Task 7: Approvals																	
7.1 Support Materials for Community Participation and Meeting Summaries																	
7.2 AC Transit and Emery Go-Round Meetings (Coordinated with Task 4)																	
7.3 Community Meeting (Coordinated with Task 4)																	
7.4 Committee and Commission Meetings (Coordinated with Task 4)																	
7.5 City Council Meeting (Coordinated with Task 4)																	

Consultant Team Work

City Staff Work/Review

Other Meeting

City/CDVA Meeting

TC

Transportation Committee

CC

City Council

BP

Bicycle and Pedestrian Advisory Committee

PA

Public Arts Committee

PC

Planning Commission

CC Report

Consultant Team Work	TC	Transportation Committee	CC	City Council	BP	Bicycles and Pedestrian Advisory Committee
City Staff Work/Review	PC	Planning Commission	PA	Public Arts Committee		
Other Meeting						
City/CD/A Meeting						
CC Report						