

RESOLUTION NO. 25-23

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The Professional Services Agreement With MNS Engineers, Inc. For City Engineering & Inspection Services, Capital Projects Delivery Support, And Construction Management Services To Increase The Contract Amount By An Additional \$1,339,500 For A Total Contract Amount Not To Exceed \$3,339,500; Authorizing The City Manager To Execute Up To Two (2) Additional One-Year Extensions, Contingent Upon The City Council Appropriating Funds For The Applicable Fiscal Year, For A Total Contract Value Not To Exceed \$6,000,000

WHEREAS, the City previously engaged MNS Engineers, Inc. (MNS) under a contract approved by the City Council, with a not-to-exceed amount of \$1,050,000 and in August 2024, a first amendment was executed by the City Manager to increase the contract to the maximum amount of \$2,000,000 authorized under the original staff report (Resolution No. 23-165); and

WHEREAS, with satisfactory performance from a consultant, it is the Public Works Department's typical procedure and process to have the City Manager extend maintenance and professional services contracts for up to two (2) additional one-year periods, up to a maximum total contract duration of five (5) years; and

WHEREAS, delivery of the Active Transportation Plan and other projects listed in the Capital Improvement Plan (CIP) remains a critical priority for the Public Works Department, particularly the Sustainable Streetscapes Program (CIP Project #SUT-01); and

WHEREAS, the scope of multiple projects has grown significantly, leading to increased expenses, one of which includes design of the Sustainable Streetscapes Paving Project, which added two corridor improvement projects on Hollis Street and Doyle Street; and

WHEREAS, the increased expenses also include additional construction management for existing City CIP projects which have required more time than originally anticipated; and

WHEREAS, major private development projects have demanded substantial inspection and construction management support, further utilizing contract funds; and

WHEREAS, Exhibit A-2 shows that MNS Engineers, Inc. will continue to provide essential construction management services, including environmental and safety oversight, document management, cost control, progress reporting, inspection, and project closeout; and

WHEREAS, MNS will also continue to provide engineering design services such as preparation of plan specifications and estimates, utility coordination assessments, and innovative design solutions for active transportation projects, but the scope will further encompass federal and state grant management and City Engineer support services,

Resolution No. 25-23
MNS Engineers – 2nd Amendment Contract
City Council Meeting | March 18, 2025
Page 2 of 3

including plan development, review, staff augmentation, technical support, and engineering QA/QC; and

WHEREAS, the additional funds requested in this amendment will ensure that ongoing projects, including the upcoming 2025 Sustainable Streetscapes Project and other active transportation initiatives, can be completed efficiently while addressing any unforeseen challenges; and

WHEREAS, the proposed second amendment to the MNS Professional Services Contract would increase the total not-to-exceed contract amount by \$1,339,500, bringing it to a total of \$3,339,500; and

WHEREAS, the work by MNS will continue to be funded from the design/professional services component of each Capital Improvement Plan's project budget and any work related to Private Development Projects is reimbursable to the developer; and

WHEREAS, there is a possibility of extending the contract up to a maximum total contract duration of five (5) years and the budgets for year 4 and 5 are contingent upon the City Council appropriating funds for the applicable fiscal year into the budgets for each CIP Project that is being worked on; and

WHEREAS, funding conceptual design work that does not commit the City to a course of action would not be considered a "project" under CEQA pursuant to CEQA Guidelines section 15378(b)(4); and

WHEREAS, the work performed by MNS 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 MNS Engineering, Inc. for city engineering & inspection services, capital projects delivery support, and construction management services to increase the total compensation to the Contractor by \$597,517.00; and, be it, further

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to execute up to two (2) additional one-year extensions, contingent upon the City Council appropriating funds for the applicable fiscal year, for a total contract value not to exceed \$6,000,000.

Resolution No. 25-23
MNS Engineers – 2nd Amendment Contract
City Council Meeting | March 18, 2025
Page 3 of 3

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, March 18, 2025, by the following vote:

AYES:	<u>5</u>	Mayor Mourra, Vice Mayor Kaur and Council Members Priforce, Solomon and Welch
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____

Signed by:


 MAYOR

ATTEST:
 DocuSigned by:

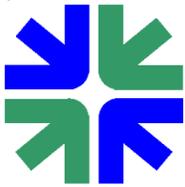

 CITY CLERK

APPROVED AS TO FORM:
 DocuSigned by:


 CITY ATTORNEY

ATTACHMENTS

- Exhibit A – Second Amendment to the Professional Services Contract



City of Emeryville

CALIFORNIA

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 **MNS ENGINEERS, INC.** (“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 2, 2024 (“Contract”) for the purpose of retaining the services of Contractor to provide On Call Construction Management, Engineering Design, and City Engineer Support Services; and

WHEREAS, the City and Contract entered into a first amendment of the Contract on August 16, 2024 for the purposes of increasing the contract amount; and

WHEREAS, an acceleration of capital improvement projects and private development work in the public right of way has depleted the first amendment contract value at a faster rate than originally estimated and another contract amendment is necessary to provide for continuity and availability of on-call design and construction management services; and

WHEREAS, a contract amendment increasing the contract amount is required for additional on-call design services to deliver design and construction management for the 2025 Sustainable Streetscapes Paving Project Paving Project, Doyle Street - Phase 3 Project, and Mclaughlin Eastshore Park Project; 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:

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

City of Emeryville | Professional Services Contract Amendment
REV01/2025

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-2**, attached hereto and incorporated herein by this reference.

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 **NEW END DATE**.

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 **ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,339,500.00)**. 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 THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,339,500.00)**.

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.

City of Emeryville | Professional Services Contract Amendment
REV01/2025

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
REV01/2025

**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
2C834D92DB55467...

City Attorney

Dated: **CITY OF EMERYVILLE**

LaTanya Bellow, City Manager

Dated: **MNS ENGINEERS, INC.**

02/14/2025

DocuSigned by:
Shawn Kowalewski
B01F8FF54231468... (Signature)
Shawn Kowalewski, Vice President

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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Exhibit A-2: Second Amendment Scope of Work

February 11, 2025

Attention: Mohamed Alaoui, PE, TE
Public Works Director
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

**SUBJECT: On-Call Construction Management and Engineering Design
 Second Amendment Scope of Work**

Dear Mr. Alaoui,

MNS Engineers, Inc. (MNS) is pleased to submit this proposed scope of work and fee in response to the City’s request to provide professional services for additional tasks as part of the existing on-call construction management and engineering design services contract.

Item 1 – Design Support for 2025 Sustainable Streetscapes Project

Scope of Work

MNS will provide design support for the 2025 Sustainable Streetscape project. The list of potential projects includes:

- Adeline Street Class IV Bikeway 41st Street to 47th Street Concept Design.
- Adeline Street Class IV Bikeway 36th Street to 47th Street Final Design.
- Marina Area Final Design Modifications.
- Paving Rehabilitation Plans.
- Local Roadway Safety Plan Design Documents.

The concept design of Adeline Street Class IV Bikeway from 36th Street to 41st Street is included in the first amendment of the on-call contract.

For all these projects our team will work with the City to address ADA elements such as non-compliant sidewalk and curb ramps, within the given work area to ensure pedestrian paths of travel meet PROWAG requirements.

Adeline Street Class IV Bikeway 41st Street to 47th Street Concept Design

Our team will develop a plan based on directions provided by the City and using available plans, mapping or online services. Concept plans and estimate will be prepared for presentation to City transportation committee.

Adeline Street Class IV Bikeway 36th Street to 47th Street Final Design

Our team will build upon the previously prepared concept designs and develop the final design plans for the entire stretch of Adeline Street from 36th Street to 47th Street. The work will require topographic surveying. Project components include bicycle buffer islands, pavement delineation and marking, ADA curb ramps, and pavement rehabilitation.

Marina Area Final Design Modifications

MNS will help to finalize modifications to work in the Marina area that was contemplated in the 2024 Sustainable Streetscape project. This work will consist of red-lined sketches in PDF format.

Paving Rehabilitation Plans

Our team will prepare paving rehabilitation plans utilizing City mapping. These plans will be used to show the general location and intent of the work (2-inch remove and reconstruct), as well quantify the items of work.

MNS DETAILS
CORPORATE OFFICE 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93103 805.692.6921 Office/Fax
LOCAL OFFICE 401 Grand Avenue, Suite 200 Oakland, CA 94610 805.692.6921
AUTHORIZED SIGNATURE Shawn Kowalewski Vice President (805) 456-3540 SKowalewski@MNSEngineers.com



Local Roadway Safety Plan Design Documents

Our team will prepare “quick implementation” documentation for striping and minor civil improvements that come out of the Local Roadway Safety Plan (LRSP). Documentation will typically be sketches without survey, and abbreviated cost estimates.

Fee

Fee estimates can vary greatly depending on the size and complexity of the projects contemplated and will be more accurately determined at the time of assignment. Our team will work with the City to complete the work within the estimated fee, and we will notify the City when the work effort exceeds the budget.

Description	Estimated Fee
Adeline Street Class IV Bikeway (41 st – 47 th) Concept Design	\$40,000
Adeline Street Class IV Bikeway (36 th – 47 th) Final Design	\$250,000
Marina Area Final Design Modifications	\$10,000
Paving Rehabilitation Plans	\$50,000
Local Roadway Safety Plan Design Documents	\$50,000
Total: \$400,000	

Item 2 – On-Call Design and Grant Support

Scope of Work

MNS will prepare 35% level designs for current unfunded projects in the City CIP, and 10% planning level designs for ATP, LRSP and ADA Implementation Plans.

We will also prepare an Engineer’s Opinion of Construction Cost for each design. The estimate will be based on our experience on recent projects of similar sizes and scope, as well as cost estimating databases, communication with contractors, and other resources.

Fee

Based on previous design efforts, the estimated fee for developing 35% designs is \$35,000 per location. Development of planning level exhibits (10% designs) is estimated at \$15,000 per location. Fee estimates can vary greatly depending on the size and complexity of the projects contemplated and will be more accurately determined at the time of assignment. Our team will work with the City to complete the work within the estimated fee, and we will notify the City when the work effort exceeds the budget.

Description	Estimated Fee
On-Call Design and Grant Support	\$150,000
Total: \$150,000	

Item 3 – McLaughlin Eastshore Park

Scope of Work

MNS will prepare plans, specifications and estimates for the HDS unit and park amenities.

The HDS unit is proposed within the eastbound travel lanes of Powell Avenue.

The subgrade is anticipated to be contaminated. A subconsultant will sample the soil for hazardous materials and suggest disposal options that will be provided in the specifications to the contractor.

Civil engineering and landscape architecture elements include:

- Decomposed granite (DG) path alignment, profile and section and viewing areas.
- Tree removals, trim and remove invasive species.
- Plant native shrubs and replant tree.
- Bike parking.
- Demolition of existing hardscape improvements.
- Repair of sidewalk.
- Cobbled swale.
- Tice backflow prevention device (one-way duckbill valve).
- Benches, disposal receptacles, and interpretive and other signs.



Structure geotechnical engineering elements include:

- Timber footbridge (20 feet long by 6 feet wide, assumed).
- Timber birdwatching platform (30 feet long by 8 feet wide, assumed).

Plans and specs will be submitted for City review at the 65% and 95% complete design stages.

City will perform external coordination and permitting.

Fee

Description	Estimated Fee
Surveying	\$20,000
Hazardous Materials Testing	\$10,000
Geotechnical Engineering (for structure footings)	\$15,000
Civil Engineering	\$50,000
Landscape Architecture	\$15,000
Structure Engineering	\$30,000
Construction Management (15% of Construction Cost)	\$90,000
15% Contingency	\$34,500
Total: \$264,500	

Item 4 – Construction Management Support

Scope of Work

Our CM team will support the City on various projects as requested and within budgets listed in the table below.

Fee

The fee for the 2025 Sustainable Streetscapes project is based on 15% of an estimated construction value of \$1,500,000. The estimated fees for the other projects were developed in conjunction with City staff. Actual fees are “to be determined” as projects scheduled for construction.

Description	Estimated Fee
2025 Sustainable Streetscapes Project	\$225,000
Upcoming Private Development Projects	\$200,000
On-Call Support for new FY25/26 CIP Projects	\$100,000
Total: \$525,000	

Scope Exclusions

With our understanding of the work, the following are not required:

- Topographic mapping unless specifically called out in our scope.
- Traffic operations and modelling.
- Traffic signal modifications.
- Right of way retracement.
- Temporary construction easements.
- Utility coordination.
- Geotechnical engineering, except as noted for McLaughlin Eastshore Park.
- Hydrology and hydraulics analysis and design.
- Environmental permits.
- Water quality permits.
- Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP).
- Tree species identification and mapping.
- Endangered species or protected habitat identification and mapping.



Summary of Estimated Fee

Description	Estimated Fee
Item 1 – 2025 Sustainable Streetscapes Project	\$400,000
Item 2 – On-Call Design and Grant Support	\$150,000
Item 3 – McLaughlin Eastshore Park	\$264,500
Item 4 – Construction Management Support	\$525,000
Grand Total:	\$1,339,500

Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to continuing to work with the City to deliver projects for the community. Please feel free to contact me with any questions you may have at 805-456-3540 or SKowalewski@MNSEngineers.com.

Sincerely,
MNS Engineers, Inc.

Shawn Kowalewski, PE
Principal Engineer, Vice President

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**EXHIBIT A-2: AMENDMENT No.2 SCOPE OF WORK
Emeryville Public Works On-Call Contract**

Original Contract and Amendment No.1

Project	Status	(A)	(B)	(C)	(D) = (B+C)	(E) = (A-D)	Constr		Design		CM	
		Pgrm'd Budget	JTD	ETC	Final Budget	Delta						
Shellmound 62nd-65th CI-IV	Closed	\$35,263.00	\$35,263.00	\$0.00	\$35,263.00	\$0.00	\$554,000	\$35,263	6%	n/a	0%	
Bay St Cycle Track	Closed	\$63,995.00	\$40,090.50	\$0.00	\$40,090.50	\$23,904.50	n/a	n/a	0%	\$40,091	0%	
BMR Offsite Imp	Closed	\$180,806.40	\$160,594.00	\$0.00	\$160,594.00	\$20,212.40	n/a	n/a	0%	\$160,594	0%	
Sherwin Williams Traf. Calm.	Closed	\$63,995.40	\$63,995.00	\$0.00	\$63,995.00	\$0.40	n/a	n/a	0%	\$63,995	0%	
CIP Sewer Spot Rprs FY22/23	Closed	\$152,124.00	\$142,477.43	\$0.00	\$142,477.43	\$9,646.57	\$406,244	n/a	0%	\$142,477	35%	
Hollis St Transit and Ped Imp	DSDC	\$563,450.00	\$615,293.15	\$25,000.00	\$640,293.15	-\$76,843.15	\$4,400,000	\$640,293	15%	n/a	0%	
Marina Lighting	Closed	\$350,000.00	\$250,401.53	\$5,000.00	\$255,401.53	\$94,598.47	\$1,408,725	n/a	0%	\$255,402	18%	
Sustainable Streetscape 2024	Active	\$227,036.00	\$248,779.50	\$235,000.00	\$483,779.50	-\$256,743.50	\$9,500,000	\$25,000	0%	\$458,780	5%	
Shellmound-Temescal Crk Brdg	Closed	\$10,007.00	\$10,006.72	\$0.00	\$10,006.72	\$0.28	n/a	n/a	0%	n/a	0%	
Doyle Street	Active	\$35,500.00	\$29,095.00	\$10,000.00	\$39,095.00	-\$3,595.00	\$400,000	\$39,095	10%	n/a	0%	
Adeline Concept 36th - 41st	Active	\$35,000.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00			0%	n/a	0%	
TOTAL		\$1,717,176.80	\$1,595,995.83	\$310,000.00	\$1,905,995.83	-\$188,819.03						

Amendment No.2

Project	Status	(A)	(B)	(C)	(D) = (B+C)	(E) = (A-D)	Constr		Design		CM	
		Pgrm'd Budget	JTD	ETC	Final Budget	Delta						
McLaughlin - East Shore Park Imp	Pending Amend No.2	\$264,500.00		\$264,500.00	\$264,500.00	\$0.00	\$587,500	\$161,000	27%	\$103,500	18%	
Adeline Concept 41st - 47th	Pending Amend No.2	\$40,000.00		\$40,000.00	\$40,000.00	\$0.00			0%		0%	
Adeline Final Design	Pending Amend No.2	\$250,000.00		\$250,000.00	\$250,000.00	\$0.00			0%		0%	
Marina Area Final Design Mods	Pending Amend No.2	\$10,000.00		\$10,000.00	\$10,000.00	\$0.00			0%		0%	
Paving Rehab Plans	Pending Amend No.2	\$50,000.00		\$50,000.00	\$50,000.00	\$0.00			0%		0%	
LRSP Design Docs	Pending Amend No.2	\$50,000.00		\$50,000.00	\$50,000.00	\$0.00			0%		0%	
On-Call Design & Grant Support	Pending Amend No.2	\$150,000.00		\$150,000.00	\$150,000.00	\$0.00			0%		0%	
2025 Sustainable Streetscapes	Pending Amend No.2	\$225,000.00		\$225,000.00	\$225,000.00	\$0.00	\$1,500,000	n/a	0%	\$225,000	15%	
Upcoming Private Dev Projects	Pending Amend No.2	\$200,000.00		\$200,000.00	\$200,000.00	\$0.00			0%		0%	
On-Call Support of FY25/26 CIPs	Pending Amend No.2	\$100,000.00		\$100,000.00	\$100,000.00	\$0.00			0%		0%	
TOTAL		\$1,339,500.00	\$0.00	\$1,339,500.00	\$1,339,500.00	\$0.00						

Contract	\$1,050,000.00
Amendment No.1	\$950,000.00
Amendment No.2	\$1,339,500.00
TOTAL CONTRACT	\$3,339,500.00