



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### FIRST AMENDMENT

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT** ("Amendment") is effective as of 08/09/2023 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **DIABLO ENGINEERING GROUP** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Professional Services Contract dated January 13, 2023 ("Contract") for the purpose of retaining the services of Contractor to provide Professional Design Services on the 40<sup>th</sup> Street Multimodal 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:

##### 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-1 and Exhibit A-2**, attached hereto and incorporated herein by this reference.

#### FOR CITY USE ONLY

Contract No.	23039E-0122-PW01	CIP No.	T-13
Resolution No.	23-108	Project No.	22242002

**City of Emeryville** | Professional Services Contract Amendment  
REV 06/2020

**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 **SEVEN HUNDRED SEVENTY SIX THOUSAND, SIX HUNDRED SEVENTY TWO DOLLARS AND NO CENTS (\$776,672.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO MILLION, NINE HUNDRED SEVENTY FIVE THOUSAND, FOUR HUNDRED SEVENTY EIGHT DOLLARS AND EIGHTY FOUR CENTS (\$2,975,478.84)**.

**2. CONTINUING EFFECT OF CONTRACT**

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

**3. ADEQUATE CONSIDERATION**

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

**4. SEVERABILITY**

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

**5. WAIVER**

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

*SIGNATURES ON FOLLOWING PAGE*

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT  
FIRST 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*  
2C034D02DB55467...  
\_\_\_\_\_  
City Attorney

Dated:  
  
08/09/2023  
\_\_\_\_\_

**CITY OF EMERYVILLE**  
DocuSigned by:  
*Paul Buddenhagen*  
4D94404CBF29476...  
\_\_\_\_\_  
City Manager

Dated:  
  
08/04/2023  
\_\_\_\_\_

**DIABLO ENGINEERING GROUP**  
DocuSigned by:  
*Jennifer Harmon*  
730D05FF48F049E...  
\_\_\_\_\_  
Jennifer Harmon, President/CEO (Signature)

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements



## SCOPE OF WORK – PHASE 1

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



### Project Tasks

#### **8. 40<sup>th</sup> Street Phase 1 Added Scope of Work**

**8.1. Video Data Collection:** For Hubbard Street, Horton Street, Holden Street, and Watts Street (between 40<sup>th</sup> Street and Park Avenue, IDAX to obtain 24-hour video for 4 weeks and then processing 12 hours per day for the first 14 days, given that the nighttime will likely have little activity. All videos will be collected using strategically placed wide angle timelapse cameras to cover the curb space. Full video will be provided in addition to a summary of Delivery Truck, Single Unit Truck and Truck w/Trailer per road and by date.

**8.2. Added Traffic Analysis for Horton Diverter and Chick-Fil-A:** For Hubbard Street, Holden Street, Haven Street and Watts Street, the traffic analysis includes all of these streets either opened or fully closed. In the original Alternative 2, the Horton Diverter was added to the analysis as requested by the City. After further coordination, the decision on if the Horton Diverter will be installed has been postponed until after this project. The City has also brought up concerns about the heavy traffic caused by the new Chick-Fil-A restaurant. Therefore, the following tasks will be added to the traffic analysis:

- Collect traffic data for Chick-Fil-A.
- Update Alternative 1 (all streets open) with Chick-Fil-A data.
- Add New Alternative 3 (unsignalized streets closed, no Horton Diverter) with Chick-Fil-A data.
- Prepare the final operations report with updated analysis.
- Exclude Alternative 2 from any further analysis and exclude it from the final report.

**8.3 Added Field Topography for Hubbard Street:** For Hubbard Street sidewalk on the West side, topography will be collected to be used for designing new sidewalk to close the gap between 40<sup>th</sup> Street and Park Boulevard.

**8.4 Added Design for Hubbard St and Path Connection to Halleck St:** For Hubbard Street sidewalk on the West side, design of new sidewalk (approximately 320 linear feet) to close the gap between 40<sup>th</sup> Street and Park Boulevard will be added to the 40<sup>th</sup> Street plan submittals. In addition, a new Class I path (approximately 280 linear feet) will be added to connect Halleck Street to the new cycle track on 40<sup>th</sup> Street in the area of Hubbard Street. This design will involve tight grading and potentially retaining walls given the constraints between 40<sup>th</sup> Street and the Pottery & Beyond lot. This will also be added to the 40<sup>th</sup> Street plan submittals.

**8.5 Additional Outreach Efforts:** Unsignalized Intersection Outreach: Effort for the preparation and mailing of the mailer to these stakeholders has gone through additional rounds of review which has increased labor cost. The area the mailer is being sent to has increased the number of mailings, currently estimated to be 550.





Postcard to Broader Area around 40th Street project: This is a new task requiring content development and layout for the postcard to inform a broader area of stakeholders about the project moving forward and the Council Meeting where the 35% design will be approved. Printing and mailing costs of the postcard is based on an estimated 750 addresses.

TASK BREAKDOWN

Diablo Engineering Group Team Invoicing  
40th Street Transit-Only Lanes and Multimodal Enhancements Project

40th Street Transit-Only Lanes/Multimodal Enhancements Project		Budget
TASK 1.0	Project Management and Grant Management	
1.1	Regularly Scheduled Project Team Meetings	\$72,107.15
1.2	City/Project Manager Communications and Consultations	\$11,632.67
1.3	Partner Agency (Staff) Coordination and/or Meetings	\$15,645.01
1.4	Develop and Update Project Schedule	\$3,192.00
1.5	Manage SB1 ATP Cycle 5 Grant Funding Agreement Tasks	\$5,468.00
1.6	Manage ACTC Forms and Reports Deliverables	\$5,468.00
1.7	Perform Project Administration Tasks	\$72,077.21
	Subtotal - TASK 1.0	\$185,590.05
TASK 2.0	Environmental Review	
2.1	Review Existing Project Environmental Approvals	\$3,232.40
2.2	Prepare Memo of NEPA Environmental Recommendations	\$4,033.26
2.3	Pavement Investigation and Design	\$13,109.93
2.4	Optional NEPA Clearance Assuming Caltrans Federal Funding	\$8,401.37
2.5	FEMA Floodplain Maps	\$887.65
2.6	Biological Technical Memo	\$6,628.28
2.7	Visual Impact Assessment Questionnaire	\$2,137.86
2.8	Equipment Staging Technical Memo	\$2,775.51
2.9	Cultural Resources APE and Memo - Section 106 compliance	\$16,049.14
2.10	Water Quality Technical Memo	\$6,389.22
2.11	Hazardous Materials Technical Memo	\$3,155.13
2.12	Hydrology	\$3,508.89
2.13	ROW Information Technical Memo (Diablo)	\$45,233.12
2.14	Traffic Technical Memo (F&P)	\$16,748.72
	Subtotal - TASK 2.0	\$132,290.48
TASK 3.0	Traffic Impact Assessment	
3.1	Expand Existing VISSIM Model (AM and PM models)	\$6,383.35
3.2	Execute Existing VISSIM Model (AM and PM models)	\$13,104.67
3.3	Traffic Diversion Study (AM and PM)	\$13,556.39
3.4	Execute Project VISSIM Model (AM and PM models)	\$19,751.24
3.5	Multimodal Traffic Operations Documentation	\$12,948.11
	Subtotal - TASK 3.0	\$65,743.77
TASK 4.0	Public Outreach	
4.1	Facilitate Community Engagement Meetings	\$67,563.65
4.2	Agency Engagement	\$36,835.59
4.3	City Committees and Council Meetings	\$18,874.43
	Subtotal - TASK 4.0	\$123,273.68
TASK 5.0	PS&E Design Services	
5.1	Develop Corridor Planimetric and Topographic Surveys	\$39,384.25
5.2	Develop Right of Way and Existing Utility Base Mapping	\$28,680.23
5.3	Facilitate Conceptual Geometric Design Development	\$52,798.31
5.4	Develop and Finalize Geometric Approval Drawings (35% Milestone)	\$214,574.89
5.5	Develop Final Construction Drawings (65% Milestone)	\$272,250.80
5.6	Develop Final Construction Drawings (95% Milestone)	\$294,197.85
5.7	Develop Final Construction Drawings (100% Milestone)	\$198,714.07
5.8	Develop Final Construction Drawings (Final PS&E Milestone)	\$101,329.59
5.9	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	\$101,809.44
5.10	Prepare Project Specifications (65%, 95%, 100% and Final)	\$55,304.52
5.11	Utility Coordination	\$29,799.94
5.12	Photometric Study	\$10,164.32
5.13	Easement Support	\$33,861.12
5.14	Monument Preservation	\$15,802.66
	Subtotal - TASK 5.0	\$1,448,672.00
TASK 6.0	Project Approvals	
6.1	Coordinate and Manage PS&E Reviews and Approvals (City of Emeryville)	\$17,421.01
6.2	Coordinate and Manage PS&E Reviews and Approvals (City of Oakland)	\$11,228.34
6.3	Coordinate and Manage PS&E Reviews and Approvals (Caltrans)	\$16,330.84
6.4	Caltrans LAPM Forms	\$11,768.00
	Subtotal - TASK 6.0	\$56,748.19
TASK 7.0	Project Funding Outlook and Grant Support	
7.1	Evaluate Grant Opportunities	\$3,608.00
7.2	Support the City with Grant Writing (Narrative, Mapping, Exhibits, and Forms)	\$12,043.72
	Subtotal - TASK 7.0	\$15,651.72
TASK 8.0	Added Scope of Work*	
8.1	Video Data Collection	\$47,400.00
8.2	Added Traffic Analysis for Horton Diverter and Chick-Fil-A	\$18,000.00
8.3	Added Field Topography for Hubbard St	\$5,000.00
8.4	Added Design for Hubbard St and Path Connection to Halleck St	\$35,332.00
8.5	Additional Outreach Efforts	\$14,500.00
	Subtotal - TASK 8.0	\$120,232.00
Total Hours/Fee Task 1 Through Task 7		\$2,027,969.88
Other Direct Costs (Reimbursables):		
	Reprographics, Expenses, Mileage and Title Reports	\$19,778.87
	Topographic Surveys/Aerial Mapping/Field Surveys/ Potholing	\$37,000.00
	Prepare Irrigation Plans (subcontracted expense)	\$45,000.00
	Supplimental Weekday Traffic Counts	\$3,000.00
	Traffic Control, Coring and Soils Lab Testing	\$17,200.00
	Total Other Direct Costs (Reimbursables):	\$121,978.87
Diablo Engineering Group Labor (Hours and Fee)		\$823,719.60
CD+A (Hours and Fee)		\$335,291.40
Fehr & Peers (Hours and Fee)		\$431,501.22
NCE (Hours and Fee)		\$80,834.59
MNS (Hours and Fee)		\$525,713.16
Total Hours and Labor		\$2,197,059.97
Total Other Direct Costs (Reimbursables):		\$121,978.87
Total Time and Materials Cost Approved		\$2,198,806.84
Total Time and Materials Cost with Task 8 Amendment		\$2,319,038.84



## SCOPE OF WORK – PHASE 2

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



### **Task 9 – Phase 2: Bay Trail Gap Closure Project Tasks**

The Diablo Team understands that the City of Emeryville will be implementing a new Bay Trail Gap Closure Project to create a new cycle track on the West side of Shellmound Street to reduce driveway conflicts and connect the 40th Street Cycle Track to the existing cycle track on Christie. The project will tie into the 40th Street Multimodal Project at the Ikea entrance intersection, where the cycle track will shift sides of the street. The following tasks are associated with this Phase 2 planning and design.

#### **9.0. Project Management and Grant Management (Lead by Jennifer Harmon of Diablo)**

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

- a. Facilitate and attend project meetings and other coordination meetings as needed,
- b. Prepare meeting agendas and keep records of meeting minutes as well as key decisions,
- c. Control, store, and maintain project records, through hard copy and/or electronic media,
- d. It is assumed that this will be minimized as there is some crossover coordination with the 40<sup>th</sup> Street first phase of the project.

**9.02. City/Project Manager Communications and Consultations:** Consultant will provide written project management communications and consultations to document critical decisions throughout the development of the project within the budgeted hours.

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

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

**9.04. Develop and Update Project Schedule:** Consultant will develop and update the project schedule in Microsoft Project, Excel, or Word, depending on client's preference. As anything changes, updates to the schedule will be coordinated with the City PM.





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

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

**Deliverables**

- Project Meeting Notes and Action Items
- Written Documentation of Key Decisions
- Detailed Project Schedule
- Project Invoicing and Status

**9.1. Environmental (Lead by Gail Ervin of NCE)**

**9.10. CEQA/ NEPA Clearance Assuming Caltrans Federal Funding:** The assumption is that the Phase 2 portion of the project will be added to the Phase 1 contracted portion of the 40<sup>th</sup> Street Multimodal CEQA/ NEPA clearance and all documents and coordination with Caltrans will be one combined effort. The scope and fee outlined includes the additional effort required to add the Phase 2 portion. Construction of the cycle track in Phase 2 may include three individual CIDH pile foundations that are 3.5' in diameter and 12' deep for relocated traffic signal poles and will involve relocating two center medians and landscaping. The location is on a known shellmound site, highly culturally sensitive. It also requires cutting through a cap into contaminated soils that will require coordination with DTSC. While the use of spread footings are being investigated on the 40th Street project to hopefully avoid penetrating the cap, excavating into native and contaminated soils on the Shellmound cycle track cannot be avoided. At the current time, it must be assumed that both projects will involve excavating through the cap into native soils, and therefore coordination with the Department of Toxic Substances Control (DTSC) will be required, and Caltrans will require an extended Phase I investigation for potential shellmound materials.

NCE will provide the following services related to regulatory requirements and both CEQA and NEPA clearance:

1. Initial agency consultation/coordination
2. Background research of existing environmental conditions (database searches)
3. Identification of environmental permits and documentation required
4. Preparation of a CEQA Categorical Exemption (CatEx)
5. Preparation of Caltrans NEPA required documentation per the Local Assistance Training Manual



NCE's approach to providing regulatory permits and CEQA/NEPA support services includes conducting early communication with permitting agencies and collecting background research to identify the scope of regulatory requirements affecting a project. Under the following tasks, NCE will work with the Diablo Team and the City to develop a Project Description and project boundary to use in initial consultations with agencies and verify permits, conduct background research, assist the City with their CEQA determination, and provide documentation requested by Caltrans.

NCE will conduct background research to understand which resources have the potential to occur at the sites, which environmental approvals may be required, and begin to understand potential permitting requirements. The specific database sources may include the U.S. Fish and Wildlife Service (USFWS) 'IPAC' list, U.S. Forest Service (USFS) Existing Vegetation CALVEG, California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants of California, the Northwest Information Center (NWIC) cultural resources database, Native American Heritage Commission (NAHC) Sacred Lands File, as well as local sources of information. This information will be summarized in both tabular and graphical form to provide the City with a general understanding of resources with potential to occur within the project boundary.

NCE will review proposed project elements and will conduct initial agency consultation with the USACE and San Francisco Regional Water Quality Control Board (Water Board) to determine potential scope of regulatory requirements affecting the project. Due to lack of federally regulated waterways being impacted by the project, NCE assumes no Clean Water Act (CWA) Section 404 permit is required from the USACE. As such, a CWA Section 401 permit from the Water Board would similarly not be required. NCE will coordinate with the Water Board to determine if the project requires a Waste Discharge Requirement (WDR) permit for construction activities. A WDR would require a CEQA determination from the Lead Agency (in this case, City of Emeryville) as presented in Task 2 below.

NCE will develop a memorandum presenting results of background research efforts, initial agency consultation, and subsequent list of permits anticipated to be required. Background research data collected for the memorandum will additionally be used to support the administrative record for CEQA. Some added effort to expand the project has been added to the technical memos.

- 9.11. Federal Emergency Management Agency (FEMA) Floodplain Maps (i.e., Firmettes)**
- 9.12. Biological Technical Memo**, including U.S. Fish and Wildlife Service (USFWS) Species List by Quad and Endangered Species Lists from NMFS, and Wetlands Inventory Map
- 9.13. Visual Impact Assessment Questionnaire**
- 9.14. Equipment Staging Technical Memo**





**9.15. Cultural Resources APE and Memo - Section 106 compliance**

Technical Memo will be provided for the combined project. NCE has considered the proposed project and anticipates the proposed activities can qualify for one of the 33 'classes' of State CEQA Guidelines Categorical Exemptions (Sections 15301 through 15333). To assist the Lead Agency (City of Emeryville) in demonstrating and determining the proposed action falls within an exempt category, NCE will develop a 'CatEx Package' which includes the CEQA Administrative Record containing a detailed Project Description of proposed actions; the results of database searches collected; a cultural resources study that determines no tribal cultural resources are present; a CatEx Determination specifying the exemptions(s) under which the project activities fall; and a Notice of Exemption (NOE) form that summarizes the City's determination with factual evidence.

If any of the exceptions to exemptions applies (Public Resources Code Section 21084(c), (d), and (e) and State CEQA Guidelines Section 15300.2) then the project no longer qualifies for a categorical exemption.

Although not required by the CEQA Guidelines, NCE recommends the City file the NOE form with the County Clerk (or the Office of Planning and Research when filed by a state agency). The benefit of filing a NOE is that it reduces the statute of limitations for filing a legal challenge to the project from 180 days after project approval to 35 days after filing of the NOE. Thus, filing a NOE reduces the timeframe within which a project is susceptible to legal challenge.

Assumptions

- The cultural report prepared for Caltrans will result in a finding of no adverse impact on a tribal cultural resource.
- If significant impacts on tribal cultural resources are identified, an initial study/mitigated negative declaration can be prepared for an additional scope and fee.
- NCE will coordinate with the Department of Toxic Substance Control on behalf of the City to permit and manage the anticipated penetrations of the cap.

**9.16. Water Quality Technical Memo:** Based on NCE's experience with the local Water Board, it is anticipated a Waste Discharge Requirement (WDR) will be required to regulate pollutants caused by general construction activities. In the event it is determined this permit is not required based on the agency consultations conducted, the scope and fee shall be adjusted accordingly.

**9.17. Hazardous Materials Technical Memo with Geotracker Hazardous Waste Information**

NCE will prepare and submit the request for a Field Review by Caltrans District 4. Following the field review, Caltrans determines the environmental studies required to achieve NEPA clearance. Based on our experience and preliminary review of the environment and resources near the proposed project area, we have included in this scope and fee the technical studies which we anticipate will be required by Caltrans. However, should Caltrans require a NEPA document other than a categorical exclusion, or additional technical studies other than those listed in the deliverables below, NCE can provide these services for an additional scope and fee. To complete Environmental and Field Review NCE will complete the below deliverables.

- Field Review Cover Letter
- Meeting Summary of Field Review



- Preliminary Environmental Study (PES) Section A (Exhibit 6-A in the Local Assistance Procedures Manual)
- Field Review Form (Exhibit 7-B)
- Federal Emergency Management Agency (FEMA) Floodplain Maps (i.e., Firmettes)
- U.S. Fish and Wildlife Service (USFWS) Species List by Quad
- A Visual Resource Assessment Questionnaire
- Geotracker Hazardous Waste Information
- Hazardous Materials Technical Memo discussing DTSC requirements regarding cap.
- ROW Information Technical Memo
- Traffic Technical Memo
- Summary Floodplain Encroachment Report Technical Memo
- Location Hydraulic Study
- Wetlands Inventory Map
- Tribal Lands Map
- Endangered Species Lists from NMFS
- PES Supporting Notes
- Historic Property Survey Report
- Archaeological Survey Report

It is assumed for purposes of this scope and fee that Caltrans will request an Extended Phase I investigation (XPI) due to the location of the known shellmound in the project area.

**9.18. Hydrology**

- Summary Floodplain Encroachment Report Technical Memo
- Location Hydraulic Study

**9.19. ROW Information Technical Memo – Diablo: Scope assumes:**

The goal will be to have no right of way takes, only permits to enter and construct if necessary. Diablo will provide engineering and mapping support but assumes that appraisals and other efforts of a right of way consultant will not be required.

**9.20. Traffic Technical Memo – F&P: Scope assumes:**

- We are using the technical analysis from phase 1 and other nearby projects
- We do not need to forecast traffic growth
- We do not need to conduct technical analysis of the forecast traffic growth

**9.21. Extended Phase 1 Investigation (XPI):** This task includes borings that will provide geotechnical data for design purposes and testing and disposal costs for contaminated soil cuttings. Activities include:

1. Conduct a limited geotechnical investigation for the purposes of constructing drilled piers at locations identified on Shellmound Street.
2. The investigation will advance up to five geotechnical borings, to depths of approximately 10 to 20 ft below ground surface, at locations where traffic signal pole foundations are expected to be placed as a part of the proposed class I bike path improvements in front of IKEA.
3. A geotechnical memo will be prepared to summarize the soil boring operations,



locations, and findings related to subsurface and groundwater conditions, including results from limited soils testing.

4. Scope includes legal disposal of contaminated soils, obtaining a permit with Alameda County Department of Environmental Health, and necessary traffic control and encroachment permitting with the City.
5. NCE will request any available as-builts of the existing signal pole foundations for review and consideration.
6. Fee for work completed by geotechnical subconsultant is \$44,922 +10%.
7. NCE will review the DTSC Operations and Maintenance Plan and coordinate with DTSC and the City. This Plan and coordination would provide direction on what operations are allowable, if any oversight is required, including the need for a responsible person overseeing the borings. If additional review and coordination effort is required, and/or disposal and or cap repair assistance is needed from NCE, additional scope and fee will be provided.

#### Assumptions

- Does not include hours and fees related to coordinating with Native American tribes and cultural monitor during the advancement of the geotechnical borings. It is assumed this contract will be handled by Diablo or the City.
- Level of effort for DTSC and City coordination on the cap is 8 hours for a principal (Greg Fasiano) and 16 hours for project staff (Matt Kinney).

#### Deliverables

- CEQA/ NEPA Documentation
- Draft & Final Technical Memorandums for each Task 9.1 Memo

#### **9.2. Public Outreach (Lead by Phil Erickson of CD+A)**

The following defines an outreach strategy to address the varied community and agency engagement needs of this Phase 2 of the 40th Street Project. The main issues to address through the broader engagement process are:

1. General public outreach through the project webpage, with updates to the project information to add the extended area of Shellmound to Christie.
2. The relationship of the multimodal improvements with people who work at businesses and hotels along and near to 40th St and Shellmound St.
3. Minor Outreach to Oakland Councilmembers for support to understand if they see the improvements as a benefit for improved access to jobs, services, etc.
4. Outreach to Bay Trail users and other cyclists about the Shellmound St. improvements.

**9.22. Outreach to Local Employees of Businesses along Shellmound:** This task will include meeting with the Emeryville Transportation Management Association (ETMA) Board, request membership list, prepare mailing to membership requesting they share information about survey with employees, digital invitation to employees to take survey, prepare survey, monitor survey, prepare summary of survey input. Including Spanish translation.





**9.23. Outreach-Oakland Councilmembers:** Consultant will reach out to Oakland Councilmember staff for Kalb and Fife to discuss obtaining letters of support from Oakland Councilmembers to help in obtaining funding for Phase 2 construction.

**9.24. Outreach to General Public – Pop Up:** Scope assumes one pop-up, likely at Bay Street or Powell Street shopping malls. The purpose will be to receive comments on the concept design and to hopefully obtain statements of support for the project to connect 40<sup>th</sup> Street from the Oakland border all the way to the shopping mall area.

**9.25. Project Specific Website/ additional materials to add Phase 2:** Diablo Team members will create a project specific website where a survey and additional project information may be posted. The materials addressing Phase 2 will be added to the project specific 40<sup>th</sup> Street Multimodal website. It is assumed that a large general outreach meeting or public hearing will not be required.

### **9.3. PS&E Design Services (Lead by Jennifer Harmon of Diablo)**

**9.30. Develop Corridor Planimetric and Topographic Surveys:** It is assumed that topographic and right of way information received from the City will be used from Bay Street to Christie. MNS survey will provide the following:

- Mapping along Shellmound St from Ikea Entrance to Bay St Intersection (Approx. 1100 LF)
- Mapping will include hardscape, structures, walls, fencing, striping, observable utilities, signage, and trees.
- Mapping information will be provided for medians, bus stop, signal mods and ADA ramp design.
- Control establishment and recovery of existing control from previous survey work (Translation will be required from the City to merge the projects.)
- Additional monumentation for record centerline/ROW establishment.

#### **Deliverables**

- Topographic Mapping Base in AutoCAD Civil3D

**9.31. Develop Right of Way and Existing Utility Base Mapping:** Utilizing the right of way and topography provided by MNS, Diablo will create an existing utility base map.

#### **Deliverables**

- Utility Base in AutoCAD Civil3D

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



### **Deliverables**

- Consultant will provide conceptual plans to be shared in the community outreach. Conceptual approval to be obtained prior to incorporating information into the geometric approval drawings.

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

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

CD+A will develop 35% conceptual landscape, hardscape, and bus stop site furnishings. Scope assumes this design work will build upon the Extended 40th Street Multimodal Concept Design Draft Plans prepared earlier for the project. Work effort to include:

West side transit island, median reconstruction with new landscape and irrigation at the IKEA exit intersection, minor design changes at the north and southwest corners of Christie and Shellmound for tree replacement, including irrigation for new trees. It is assumed that no green infrastructure is required for this Phase 2 area.

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

### **Deliverables**

- Geometric Approval Drawings in PDF format

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





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

Traffic Signal Plans assume the following:

- o IKEA, south driveway entrance for left turn pocket shift: Signal will require pole with longer mast arm.
- o IKEA, north driveway exit, relocation of signals in medians: There are two signal poles in the median which will need to be relocated.
- o Bay Street Driveway:
  - There is a southbound bus stop and pedestrian crosswalk across Shellmound. The design may require a signal modification to get the bus stop, sidewalk, and bikeway integrated with constrained ROW because of the triangle development parcel.
  - There is a need to maintain the property access (It is a small parcel). We assume that the future development will be responsible for upgrading the traffic signal for the driveway and intersecting bikeway.
  - Shifting the lanes will cause the mast arm signal heads to shift particularly for the left turn lanes. Need new signal poles because the mast arm length needs to increase.
- o Hotel / Ohlone:
  - Lane shifts will require changing signal heads and potentially lengthen the mast arms i.e., new poles.
  - Need to integrate the bikeway into the signal system.
- o Christie for cross over redesign

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

#### **Deliverables**

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

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

#### **Deliverables**

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

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

#### **Deliverables**

- The Drawings in PDF format



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

**Deliverables**

- The Drawings in PDF and CADD format

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

**Deliverables**

- Each Estimate in PDF and Microsoft Excel format

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

**Deliverables**

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

- 9.40. Utility Coordination:** Consultant will submit utility requests on City's behalf. Consultant will gather utility information in the project area. This will include but it is not limited to sending utility information letters, contacting utility companies by phone or email to gather as-builts or maps. Consultant will attempt to avoid utility relocation. If utilities must be relocated, consultant to coordinate plans prepared separately by associated utility company. It is assumed that most conflicts could be avoid and that no major utility relocations are required. It is assumed that potholing will not be required.

**Deliverables**

- Utility request documentation and tracking matrix

**KEY ASSUMPTIONS**

The following represents the key scope assumptions for our regulatory analysis and CEQA/ NEPA:

1. The project area does not contain threatened, endangered, or other special status species.
2. No biological field survey will be warranted.
3. No federally jurisdictional waterways are associated with the project, thus no regulatory permitting.
4. Construction excavation depths will extend into native subgrade only at the Ikea entrance and exit intersection and medians, requiring up to four test borings.
5. NCE will require a project boundary map, description of proposed activities, and an approximate 30% concept design to effectively consult with regulatory agencies.
6. A categorical exemption for CEQA is assumed to be the appropriate level of CEQA documentation required. If 'unusual circumstances' occur (i.e., if the cultural resources investigation identifies the presence of tribal cultural resources), a Negative Declaration or Mitigated Negative Declaration may need to be prepared under a separate scope and fee.
7. A categorical exclusion under NEPA will meet Caltrans LAPM requirements.
8. Improvements will be constructed within the City ROW.
9. Although not anticipated at this time, if it is determined through agency consultation efforts additional permits are required, a separate scope and fee will be provided.



40th Street Multimodal Project Amendment Tasks

Exhibit A-2 Page 12 of 12

TASK BREAKDOWN SUMMARY

Entire Diablo Engineering Group Team

Job Nunber: Proposal  
Date Revised: 5/25/2023  
Prepared By: Jennifer Harmon

Amendment Tasks Supporting the 40th Street Multimodal Project		Final Hours Total	Final Fee Total	Percentage of Total Labor
TASKS 1-7	Total Time and Materials Cost Approved		\$2,198,806.84	
TASK 8.0	40th St Phase 1 Added Scope of Work (See attached)		\$120,232.00	
	Phase 2: Bay Trail Gap Closure Project Tasks			
TASK 9.0	Project Management and Grant Management			
9.01	Regularly Scheduled Project Team Meetings	86	\$20,042.02	3.5%
9.02	City/Project Manager Communications and Consultations	14	\$3,192.00	0.6%
9.03	Partner Agency (Staff) Coordination and/or Meetings	14	\$3,192.00	0.6%
9.04	Develop and Update Project Schedule	8	\$1,832.00	0.3%
9.05	Perform Project Administration Tasks	70	\$15,736.20	2.7%
	Subtotal - TASK 9.0	192	\$43,994.22	7.6%
TASK 9.1	Environmental Review			
9.10	CEQA/ NEPA Clearance Assuming Caltrans Federal Funding	58	\$11,852.19	2.1%
9.11	FEMA Floodplain Maps	4	\$661.24	0.1%
9.12	Biological Technical Memo	10	\$1,357.29	0.2%
9.13	Visual Impact Assessment Questionnaire	7	\$908.23	0.2%
9.14	Equipment Staging Technical Memo	5	\$1,028.78	0.2%
9.15	Cultural Resources APE and Memo - Section 106 compliance*	86	\$13,856.62	2.4%
9.16	Water Quality Technical Memo	11	\$1,586.29	0.3%
9.17	Hazardous Materials Technical Memo	76	\$13,679.55	2.4%
9.18	Hydrology	8	\$1,338.38	0.2%
9.19	ROW Information Technical Memo (Diablo)	4	\$916.00	0.2%
9.20	Traffic Technical Memo (F&P)	57	\$11,825.79	2.0%
9.21	*Extended Phase 1 Investigation (XPI)	114	\$20,884.64	3.6%
	Subtotal - TASK 9.1	440	\$79,894.99	13.8%
TASK 9.2	Public Outreach			
9.22	Outreach to Local Employees of Businesses along Shellmound	141	\$23,006.00	4.0%
9.23	Outreach-Oakland Councilmembers	16	\$3,368.00	0.6%
9.24	Outreach to General Public - Pop Up	72	\$11,912.00	2.1%
9.25	Project Specific Website/ additional materials to add Phase 2	78	\$13,090.19	2.3%
	Subtotal - TASK 9.2	307	\$51,376.19	8.9%
TASK 9.3	PS&E Design Services			
9.30	Develop Corridor Planimetric and Topographic Surveys	130	\$18,120.98	3.1%
9.31	Develop Right of Way and Existing Utility Base Mapping	8	\$1,476.00	0.3%
9.32	Facilitate Conceptual Geometric Design Development	180	\$28,676.00	5.0%
9.33	Develop and Finalize Geometric Approval Drawings (35% Milestone)	406	\$68,241.96	11.8%
9.34	Develop Final Construction Drawings (65% Milestone)	524	\$86,544.52	15.0%
9.35	Develop Final Construction Drawings (95% Milestone)	471	\$77,669.42	13.4%
9.36	Develop Final Construction Drawings (100% Milestone)	259	\$40,751.05	7.1%
9.37	Develop Final Construction Drawings (Final PS&E Milestone)	187	\$28,874.36	5.0%
9.38	Prepare Updated Construction Cost Estimate (35%, 65%, 95%, 100%, Final)	179	\$27,975.85	4.8%
9.39	Prepare Project Specifications (65%, 95%, 100% and Final)	112	\$20,063.34	3.5%
9.40	Utility Coordination	24	\$4,072.00	0.7%
	Subtotal - TASK 9.3	2,480	\$402,465.48	69.7%
Total Hours/Fee Task 9		3,419	\$577,730.88	100%
Other Direct Costs (Reimbursables):				
	Reprographics, Expenses, and Mileage		\$7,540.00	
	Topographic Surveys/Aerial Mapping/Field Surveys		\$1,200.00	
	Irrigation for reconstructed medians at IKEA exit & potential new tree areas		\$15,500.00	
	Traffic Control, Coring and Soils Lab Testing		\$54,500.00	
	Total Other Direct Costs (Reimbursables):		\$78,740.00	

Diablo Engineering Group Labor (Hours and Fee)	1,250	\$219,566.00	38.0%
CD+A (Hours and Fee)	885	\$133,130.00	23.0%
Fehr & Peers (Hours and Fee)	761	\$136,111.92	23.6%
NCE (Hours and Fee)	401	\$72,277.98	12.5%
MNS (Hours and Fee)	122	\$16,644.98	2.9%
Total Hours and Labor	3,419	\$577,700.00	100.0%
Total Other Direct Costs (Reimbursables):		\$78,740.00	
Total Time and Materials Cost Task 9		\$656,440.00	
Total Requested Amendment		\$776,672.00	
Total Time and Materials Cost with Tasks 8 & 9 Amendment		\$2,975,478.84	