

RESOLUTION NO. 19-154

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The Professional Services Contract With Community Design + Architecture, For An Additional Amount Not To Exceed \$22,613 For The 40th And San Pablo Transit Hub Concept Design, For A Total Contract Amount Not To Exceed \$276,267

WHEREAS, the City and Community Design + Architecture ("Contractor") entered into a Professional Services Agreement dated September 18, 2017 ("Contract") for the purpose of retaining the services of the Contractor to provide a concept plan and preliminary cost estimate for improvements at the 40th and San Pablo Transit Hub; and

WHEREAS, the contract was amended on March 6, 2019 to add to the project area and analysis in the conceptual plan and preliminary cost estimate for street improvements at the 40th and San Pablo Transit Hub and adjacent portions of 40th Street; and

WHEREAS, the City desires to address details identified by the City Council when it approved the Conceptual Design Memorandum on July 9, 2019, and to flesh out the design of the northwest end of the project around the IKEA entrance and Bay Bridge Trail connection; and

WHEREAS, the Contractor has proposed to provide this additional service for an additional fee not to exceed \$22,613 for a new contract amount not to exceed \$276,267; 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 Amendment; and,

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

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

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

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

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Second Amendment to the Professional Services Contract with Community Design + Architecture in the form attached hereto as Exhibit A, for an additional amount not to exceed \$22,613, for a total contract amount not to exceed \$276,267, for preparation of the 40th and San Pablo Transit Hub Concept Design.


ADOPTED by the City Council of the City of Emeryville at a regular meeting held on Tuesday, November 19, 2019 by the following vote:

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



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____ day of _____, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COMMUNITY DESIGN + ARCHITECTURE, 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 September 18, 2017 ("Contract") for the purpose of retaining the services of Contractor to provide Concept Plan & Preliminary Estimate for Improvements at 40th & San Pablo Transit Hub; and

WHEREAS, on March 6, 2019, the Contract's scope of work and total compensation was amended to account for expanding the project area; and

WHEREAS, the City and Contractor desire to amend the Contract again; 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-** _____ ;

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.

FOR CITY USE ONLY

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

REV 08/2019

Exhibit A

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

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 **TWENTY-TWO THOUSAND, SIX HUNDRED & THIRTEEN DOLLARS AND NO CENTS (\$22,613)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED & SEVENTY-SIX THOUSAND, TWO HUNDRED & SIXTY-SEVEN DOLLARS AND NO CENTS (\$276,267)**.

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 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:

Asst 

City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2019

Christine S. Daniel, City Manager

Dated:

COMMUNITY DESIGN + ARCHITECTURE, INC.

OCT. 9, 2019



Philip Erickson, President (Signature)

Scope of Work Amendments

In order to provide additional services desired by the City of Emeryville, the Community Design + Architecture Team has prepared the following amendments to the original Scope of Work for the CD+A Team's efforts on the 40th and San Pablo Transit Hub Project.

Task 0: Project Management

Task 0.2: On-going Project Management

Additional work performed under this task based on City staff request:

- The budget amendment includes additional budget for CD+A to account for the extended duration of the project and associated ongoing project management activities.

Task 4: Conceptual Design of Preferred Design Concept

NEW Task 4.1.4: 3D Video of VISSIM Model

Additional work performed under this task based on City staff request:

- Fehr & Peers will study proposed intersection geometry changes at the IKEA Driveway and Shellmound/40th Street. This work will present traffic delay modeled using the City's existing Synchro intersection level of service model. Fehr & Peers will modify the intersection assumptions and prepare a one-page memorandum documenting the results.

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

Additional work performed under this task based on City staff request:

- CD+A will support the City in finalizing a design approach to the corridor segment west of the 40th Street bridge.
- CD+A will update one (1) cross-section to reflect the revised concept design for the segment of 40th Street west of the bridge.
- CD+A will integrate the final design for the segment of 40th Street west of the bridge into the most recent version of the full-length corridor CAD drawing.
- F&P will provide design support to CD+A and the City for the envisioned design modifications west of the 40th street bridge. Support is provided up to the budget allocated to this task.
- CD+A will update the text of the Conceptual Design Memorandum to reflect the proposed design modification west of the 40th Street bridge and to address the comments provided by the City Council at their July 9, 2019 meeting.
- CD+A will format the final Conceptual Design Memorandum into a Final Study Report and make any necessary final edits to the document after the City Council meeting (Task 7.5).

Task 5: Preliminary Cost Estimate**Task 5.2: Final Preliminary Cost Estimate**

Additional work performed under this task based on City staff request:

- Arup will revise the preliminary cost estimate to account for proposed design additions and changes along the segment of 40th Street west of the bridge. The level of cost estimate will be same as previously submitted.
- CD+A will integrate Arup's final cost estimate into the final Study Report.

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

Additional work performed under this task based on City staff request:

- CD+A and F&P will prepare for and participate in one (1) BPAC meeting to present the revised design concept.

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

Additional work performed under this task based on City staff request:

- CD+A and F&P will prepare for and participate in one (1) City Council meeting to present the revised design concept.

TOTAL PROPOSED BUDGET				Community Design + Architecture								ARUP						Fehr & Peers																			
				Phil Erickson, Principal	Thomas Korman, Associate Principal	Urban Designer	Urban Planner	Labor	Subtotal	Exp.	CD+A Total	Gail Widness, Associate Principal	Jenna Browning, Senior Engineer	Jenna Adams, Engineer	Jenna Duncanson, Senior Analyst	Toby Lewis, Senior Consultant	Joseph Collins, Associate	Labor	Subtotal	Exp.	ARUP Total	Rick Rhee, Principal	Caine Hadd, Associate	Rick Rhee, Analyst	Phyllis Wong, Administrative	Labor	Subtotal	Exp.	F&P Total								
TASK	Hourly Rates	TOTAL LABOR	TOTAL EXPENSES	TOTAL BUDGET	\$250	\$175	\$100	\$95							\$270	\$150	\$125	\$200	\$175	\$220								\$335	\$210	\$165	\$135						
BUDGET FOR ADD-ON SERVICES NEEDED FOR COMPLETION OF MODIFIED SCOPE																																					
Task 0: Kick-Off Meeting/Refine Scope/Project Management				\$ 1,300	\$ -	\$ 1,300	1	6	0	0		\$ 1,300	\$ -	\$ 1,300	0	0	0	0	0	0	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -								
0.2 On-Going Project Management				\$ 1,300	\$ -	\$ 1,300	1	6	0	0		\$ 1,300	\$ -	\$ 1,300							\$ -	\$ -	\$ -				\$ -	\$ -	\$ -								
Task 4: Conceptual Design of Preferred Alternative				\$ 14,360	\$ 379	\$ 14,739	2	27	0	48		\$ 9,785	\$ 150	\$ 9,935	0	0	0	0	0	0	\$ -	\$ -	\$ -	3	11	6	2	\$ 4,575	\$ 229	\$ 4,804							
4.1 Initial Draft of Conceptual Design Plans and Cross-Sections for Staff Review				\$ -	\$ -	\$ -						\$ -	\$ -	\$ -							\$ -	\$ -	\$ -				\$ -	\$ -	\$ -								
NEW 4.1.5 Synchro Analysis				\$ 1,670	\$ 84	\$ 1,754						\$ -	\$ -	\$ -							\$ -	\$ -	\$ -	1	1	6	1	\$ 1,670	\$ 84	\$ 1,754							
4.5 Final Conceptual Design Plans and Cross-Sections				\$ 7,725	\$ 220	\$ 7,945	1	12	0	26		\$ 4,820	\$ 75	\$ 4,895							\$ -	\$ -	\$ -	2	10	0	1	\$ 2,905	\$ 145	\$ 3,050							
4.6 Final Conceptual Design Memorandum				\$ 4,965	\$ 75	\$ 5,040	1	15	0	22		\$ 4,965	\$ 75	\$ 5,040							\$ -	\$ -	\$ -				\$ -	\$ -	\$ -								
Task 5: Preliminary Cost Estimates				\$ 3,430	\$ 21	\$ 3,451	0	1	0	1		\$ 270	\$ -	\$ 270	2	0	0	11	0	0	\$ 2,740	\$ -	\$ 2,740	0	0	0	\$ 420	\$ 21	\$ 441								
5.2 Final Preliminary Cost Estimate				\$ 3,430	\$ 21	\$ 3,451	0	1	0	1		\$ 270	\$ -	\$ 270	2	0	0	11	0	0	\$ 2,740	\$ -	\$ 2,740	0	2	0	\$ 420	\$ 21	\$ 441								
Task 7: Approvals				\$ 3,060	\$ 63	\$ 3,123	0	8	4	0		\$ 1,800	\$ -	\$ 1,800	0	0	0	0	0	0	\$ -	\$ -	\$ -	0	6	0	\$ 1,260	\$ 63	\$ 1,323								
7.4 Committee and Commission Meetings (coordinated with Task 4)				\$ 1,355	\$ 32	\$ 1,387	0	3	2	0		\$ 725	\$ -	\$ 725							\$ -	\$ -	\$ -	0	3	0	\$ 630	\$ 32	\$ 662								
7.5 City Council Meeting (coordinated with Task 4)				\$ 1,705	\$ 32	\$ 1,737	0	5	2	0		\$ 1,075	\$ -	\$ 1,075							\$ -	\$ -	\$ -	0	3	0	\$ 630	\$ 32	\$ 662								
TOTAL - ALL ADD-ON SERVICES (Not To Exceed)				\$ 22,150	\$ 463	\$ 22,613	3	42	4	49		\$ 13,155	\$ 150	\$ 13,305	2	0	0	11	0	0	\$ 2,740	\$ -	\$ 2,740	3	17	6	2	\$ 6,255	\$ 313	\$ 6,568							