



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **FEHR & PEERS** ("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 October 8, 2020 ("Contract") for the purpose of retaining the services of Contractor to provide **Proposal to Perform VMT Analysis and a General Plan Consistency Assessment for the BioMed Realty Emeryville Center of Innovation 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**, 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**.

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

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 **NINETEEN THOUSAND ONE HUNDRED AND FIFTEEN DOLLARS AND NO CENTS (\$19,115.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SIXTY-FOUR THOUSAND, ONE HUNDRED AND FIVE DOLLARS AND NO CENTS (\$64,105.00)**.

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.

5. WAIVER

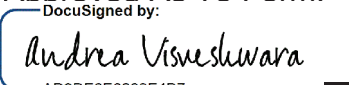
The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

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:

AD9DE6E6283E4B7...
City Attorney

Dated: CITY OF EMERYVILLE

Christine S. Daniel, City Manager

Dated: FEHR & PEERS
DocuSigned by:

C8344249F24F44E... (Signature)
KATHRIN TELLEZ, PRINCIPAL

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



November 10, 2020

Miroo Desai
Senior Planner, City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Subject: Proposal to Perform VMT Analysis and a General Plan Consistency Assessment for the BioMed Realty Emeryville Center of Innovation Project

Dear Miroo:

Thank you for inviting Fehr & Peers to perform additional analyses for the BioMed Realty Emeryville Center of Innovation project. We understand that the City would like to understand the vehicle miles of travel (VMT) characteristics of the project, as well as conduct a detailed consistency review of the project against the current transportation and circulation policies of the City of Emeryville General Plan. The following scope of work, fee, and schedule has been prepared based on conversations with City of Emeryville staff.

SCOPE OF WORK

We will complete the following tasks as part of this scope of work.

Task 1 – VMT Analysis

Fehr & Peers will conduct a VMT analysis to determine how the expected VMT generated per employee compares to regional and citywide averages. This analysis will include multiple levels of analysis. A preliminary map-based screening assessment using readily available data from the Metropolitan Transportation Commission (MTC) suggested that employment uses in Emeryville could generate VMT at a rate higher than the existing regional average. As the City of Emeryville is only represented by one travel analysis zone with the MTC model and the types of employment uses within the model may not be reflective of the trip making characteristics of the proposed project, we will also review use the Alameda County Transportation Authority (Alameda CTC) model as well as trip length data obtained from mobile-devices that make trips to similar uses in the area.

Fehr & Peers will obtain trip length data from StreetLight data for home-based work trips with a work trip end in the City of Emeryville as well as within the immediate project vicinity. The average VMT per employee for the City will be compared to the average VMT per employee from similar uses to assess if the proposed project is likely to help the City of Emeryville meet overall vehicle miles of travel goals in the long-term. The results from StreetLight data will also be compared to data from the Alameda CTC model.

Miroo Desai
November 10, 2020
Page 2 of 2

FEHR & PEERS

Task 2 – General Plan Policy Consistency Assessment

Fehr & Peers will review the goals and policies of the transportation and circulation chapter of the City of Emeryville General Plan and assess project consistency. Should potential conflicts be identified, we will identify potential project modifications that could be considered to eliminate the conflict. No new technical analysis will be conducted as part of this task, but we will rely on technical analysis being completed for the diverter assessment as well as our peer review to the extent applicable.

Task 3 – Documentation and Meetings

Fehr & Peers will prepare a memorandum documenting the analysis and findings of Tasks 1 and 2 and submit to City of Emeryville staff for review and approval. We expect much of our work for Task 2 would be presented in a tabular format, with the applicable goal/policy, our assessment, and consistency findings. Fehr & Peers will prepare for and attend one conference call as part of this scope of work.

BUDGET AND SCHEDULE

Fehr & Peers will complete Tasks 1 – 3 on a time and materials basis for a fee not to exceed \$19,115. We would submit the memorandum presenting the VMT and general plan policy consistency assessments within 3 weeks of receiving a signed contract.

This schedule and budget are valid for the next 60 days. Please contact Jordan (j.brooks@fehrandpeers.com or 510.587.9429) with any questions or if you need any additional information. We look forward to working with you on this project.

Sincerely,

FEHR & PEERS



Kathrin Tellez, AICP, PTP
Principal



Jordan Brooks
Senior Transportation Planner

P20-0964-OK

Emeryville Center of Innovation

Tasks	Fehr & Peers						
	Kathrin Tellez	Jordan Brooks	Engineer/Planner	Admin	Labor Hours	Direct Costs	Total
	\$275	\$155	\$140	\$135			
1. VMT Analysis	4	12	16	4	36	\$6,070	\$11,810
2. General Plan Consistency Assessment	4	6	12	3	25	\$10	\$4,125
3. Documentation and Meetings	4	8	4	2	18	\$10	\$3,180
Total for all Tasks	12	26	32	9	79	\$ 6,090	\$19,115

Notes:

This fee proposal is valid for a period of 60 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

All other direct and subconsultant expenses are billed with 10% handling fee

Other direct costs include computer, communications, and reproduction charges are billed as a percentage of labor

Rates and staff are subject to change at any time, without notice, and within the total budget shown