

RESOLUTION NO. 20-123

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A First Amendment To The Professional Services Contract With Fehr And Peers Increasing The Total By \$19,115 From \$44,990 To \$64,105 For Additional Transportation Related Analysis For The Proposed Emeryville Center Of Innovation Project By Biomed Realty, And Authorizing The City Manager To Execute Additional Amendments To The Contract So Long As The Cumulative Amounts Of The Amendments Do Not Exceed \$5,000, For A Total Contract Amount Not To Exceed \$69,105

WHEREAS, on October 8, 2020 the City Manager to executed a Professional Services Contract with Fehr and Peers ("Contractor") for an amount not to exceed \$44,990 to prepare a peer review analysis of the transportation assessment prepared by Kimley Horn and submitted by the applicant, BioMed Realty, and to provide additional transportation analysis for the Final Development Plan (FDP) to construct four new buildings and a parking structure as part of the Chiron Planned Unit Development approved by the Emeryville City Council on August 15, 1995 ("Project"); and

WHEREAS, the City desires to have the Contractor provide additional services associated with the proposed Final Development Plan for the Emeryville Center of Innovation project; 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 First 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 has submitted a proposal dated November 10, 2020 to provide this additional service for an additional fee not to exceed \$19,115, for a new contract amount not to exceed \$64,105; and

WHEREAS, the public interest will be served by this First Amendment; now, therefore, be it

RESOLVED, that the City Council hereby authorizes the City Manager to execute a First Amendment to the Professional Services Contract with Fehr & Peers in the form attached hereto as Exhibit A, for an additional amount not to exceed \$19,115, for a total contract amount not to exceed \$64,105, for additional transportation related analysis for the proposed Emeryville Center of Innovation project by Biomed Realty; and be it further

RESOLVED, that the City Council hereby authorizes the City Manager to execute additional amendments to the contract with Fehr and Peers as necessary to facilitate the City's review and analysis of the Project, so long as the cumulative amounts of the amendments do not exceed \$5,000, for a total contract amount not to exceed \$69,105, and such amendments are approved as to form by the City Attorney.

Resolution No. 20-123
Fehr and Peers First Contract Amendment, Emeryville Center of Innovation
City Council Meeting | December 1, 2020
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ADOPTED by the City Council of the City of Emeryville at a regular meeting held Tuesday, December 1, 2020 by the following vote:

AYES:	<u>4</u>	Mayor Martinez, Vice Mayor Donahue, and Council Members Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	
RECUSED:	<u>1</u>	Council Member Bauters

DocuSigned by:

Dianne Martinez

BBAF287D25AB463...

MAYOR

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

Sheri Hartz

FB7B5D8EAB6A4BE...

CITY CLERK

Michael Guinard

CITY ATTORNEY



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.	

REV 06/2020

Exhibit A

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.

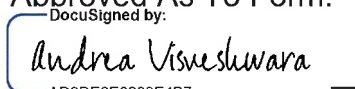
SIGNATURES ON FOLLOWING PAGE

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

**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

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>



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
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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 <mailto:j.brooks@fehrancor> 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