



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is effective as of 11/20/2020 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **ALTA PLANNING + DESIGN, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for Active Transportation Plan; 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 Contract; 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 Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Services

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **JUNE 30, 2023**. The Parties may, by mutual, written consent, extend the term of this Contract.

FOR CITY USE ONLY			
Contract No.	20072E-0000-CD01	CIP No.	N/A
Resolution No.	20-114	Project No.	N/A

2. WORK CHANGES

2.1 *City Rights to Change*

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 *Additional Work Changes*

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 *City Manager Execution*

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 *Compensation for Services Performed*

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 *Total Compensation Amount*

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$365,000.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 *Assignment of Contract*

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 *Responsibility of Contractor and Indemnification of City*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 *Independent Contractor*

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

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employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$16.69 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

4.14 *California Labor Requirements*

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

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- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

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other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Diana Keena** for the City and **Jeff Knowles** for the Contractor:

CITY	CONTRACTOR
Diana Keena, Associate Planner Phone No: 510-596-4335 E-Mail : dkeena@emeryville.org	Jeff Knowles, Project Manager Phone No: 510-788-6878 E-Mail : jeffreyknowles@altaplanning.com

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
<p>Charles S. Bryant, Community Development Director 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4361 E-Mail : cbryant@emeryville.org</p> <p><i>with a copy to:</i> Diana Keena, Associate Planner 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4335 E-Mail : dkeena@emeryville.org</p>	<p>Brett Hondorp, President 304 12th Street, Suite 2A Oakland, California 94607 Phone No: 510-540-5008 E-Mail : brettthondorp@altaplanning.com</p>

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

17. WAIVER

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

18. OTHER REQUIREMENTS, INCLUDING FEDERAL OR STATE REQUIREMENTS, IF APPLICABLE

If any of the boxes are checked below, this Contract is subject to the requirements as set forth in **Exhibit C**:

- ☐ Compliance with terms and conditions set forth in **Exhibit C** is required for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("**Other Requirements**") when attached hereto and incorporated by reference. With respect to any conflict between such Other Requirements, and the terms of this Contract and/or provisions of state law, **Exhibit C** shall control.
- ☐ FEMA financial assistance will be used to fund all or a portion of this contract. If FEMA financial assistance will be used to fund any portion of this Contract, the Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as **Exhibit C** and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SIGNATURES ON FOLLOWING PAGE

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19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

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:

Andrea Viveshwara

AD9DE6E6283E4B7...

City Attorney

Dated:

11/20/2020

CITY OF EMERYVILLE

DocuSigned by:

Christine Daniel

B023BA190D284E2...

Christine S. Daniel, City Manager

Dated:

10/29/2020

ALTA PLANNING + DESIGN, INC.

DocuSigned by:

Brett Hondorp

B02480FF3B944DB...

Brett Hondorp, President

(Signature)

Scope of Work

Task 1: Project Initiation and Management

TASK 1.1 PROJECT KICK-OFF MEETING

At the outset of the project the Alta team will plan and facilitate a project kick-off meeting to confirm the scope and schedule, identify points of contact, and discuss key initial data needs. The schedule will include a project delivery timeline that accounts for public participation and feedback.

TASK 1.2 PROJECT MANAGEMENT

For ongoing project management, we will set up regular check-in meetings via phone conference on a monthly basis to keep the project on schedule and on budget, while continuing to meet expectations. Alta will prepare meeting minutes covering the discussion items and a list of follow-up tasks with the responsible party for each task, in a Status of Open Items (SOI) format. Alta will also provide monthly project status updates that will include a table of tasks, budget allotted, budget used, percent of task budget used, and percent of task completed.

Task 1 Deliverables:

- Kick-Off Meeting Packet (Agenda, Schedules) and Meeting Notes
- Data/Planning Documents Needs Memo
- Project Timeline
- Monthly Conference Calls (Agenda and Call Notes)
- Monthly Progress Status Updates

Task 2: Outreach and Public Engagement

2.1 OUTREACH PLAN AND STRATEGY

As a first step, the Alta team will work with City staff to lay out an overall outreach and public engagement strategy. The public outreach and engagement plan will identify key goals, project milestones, audience types, translation/interpretation needs, and communications tools, and then organize these concepts into a schedule of activities with roles and responsibilities for each task.

A key element of our outreach will be to engage major employers; local business owners; and community leaders representing diverse neighborhoods, interest groups, and constituencies throughout Emeryville. The Alta team will review strategies and results of previous outreach efforts. Alta will seek to understand the geographic diversity of outreach efforts, major themes and issues raised by residents and businesses, and engagement strategies that generated the highest levels of participation. Communities that were not reached by initial efforts can be systematically identified and outreach efforts can be directed toward them through the following tasks. The public outreach and engagement plan will be documented in a draft memo for review by the City. Each engagement activity will be documented and summarized in the final plan.

The outreach process will involve three phases:

Outreach Phase	Phase Name	Objective
1	Listen and Learn	Understand the unmet walking and bicycling needs for Emeryville's residents, commuters, and visitors.
2	Build Consensus	Provide opportunities for the public and stakeholders to refine project and program recommendations, inform the prioritization and implementation process, and review the draft plan and environmental documents.
3	Approve and Adopt	Present the draft plan to City commissions, committees, and Council for review and formal approval/adoption.

2.2 BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC) COORDINATION

The City's Bicycle and Pedestrian Advisory Committee (BPAC) is a critical partner in helping the City develop a high-quality plan update that reflects the community's needs and vision. Alta proposes meeting with the BPAC and/or a BPAC ad-hoc subcommittee up to five total meetings to gather input, obtain feedback on goals, products and plan deliverables, discuss outreach methods and effective strategies, and encourage members to help promote engagement activities.

2.3 TECHNICAL ADVISORY COMMITTEE (TAC) COORDINATION

Alameda CTC Local Bicycle Master Plan Guidelines requires the planning process involve other City departments, transit operators, park districts, neighboring cities, and other agencies as applicable at different stages of plan development process. Alta suggests that the City convene a Technical Advisory Committee (TAC) to help inform the project. Alta will work with the City's appointed TAC throughout the project. We recognize that TAC members are busy and have multiple competing priorities for their time. It is important to give them clear, concise information and to use their time to address the most important decisions for the plan and its products. To make the most efficient use of the TAC's collective time, we will:

- Pre-survey the committee members to identify their areas of interest and concern.
- A week in advance of each meeting, provide an agenda and a short summary of the questions to be answered or advice provided at the meeting. Review materials will include only the most relevant information, with technical documents provided to participants with more interest.
- Within a week of the meeting, provide minutes to the members that specify decisions made and action items identified.

Alta will conduct TAC meetings using a variety of exercises and techniques to quickly elicit input and engage with groups. These may include small group exercises, map exercises, walking/biking tours, polling, and other methods that are effective at seeing that everyone participates. We recommend the following three TAC meetings be conducted as part of the core effort:

1. Kick-Off/Strategy Session

- Facilitated discussion of priorities for TAC members

2. Define Options

- Review of Needs Assessment and feedback for development of recommendations

3. Review/Endorse Plan

- Review and endorsement of the draft plan document

We anticipate that the City or TAC members will provide facilities and any refreshments.

2.4 COMMUNITY ENGAGEMENT

2.4.1 Listening Sessions/Presentations

Alta will conduct up to four (4) presentations to a standing City committee, commission, or Council, and three (3) in-person or video teleconference small focus group listening sessions.

2.4.2 Tours

Building off the successful recent BPAC walking and bicycling tours, Alta will lead socially distant, mask mandatory, small group walking and bicycle tours each in a different part of Emeryville and invite elected officials, BPAC members, City staff, and a limited number of community members to participate. The routes will include stops to document and discuss existing conditions, brainstorm recommended improvements, and visit locations where new facilities have already been planned or built. Alta will also use the walking and bicycle tours as an opportunity to “calibrate” survey results and evaluate potential recommendations. By using a quick hand-raising poll of the group after riding/walking through specific corridors, crossings, or intersections, Alta can link back to the survey results and further refine recommendations. Alta will host one (1) bicycle tour and two (2) walking tours. Alta will document input from each tour in a memo.

2.4.3 Community Meetings

As COVID-19 limits our ability to meet in large groups, Alta has had great success in converting traditional in-person meetings to virtual community workshops. Alta will utilize Zoom online meeting platform and broadcast the meeting in real-time on YouTube and Facebook live. Alta may use breakout rooms to facilitate small group discussions, simulating how people would interact with Alta staff at an in-person workshop station. Alta will staff each meeting with fluent Spanish speakers so that language is not a barrier for those who primarily speak in Spanish. At the City’s direction, Alta can purchase caption services for English to support hearing impaired participants and other languages for an additional cost.

Alta will work to incorporate multiple methods of interaction during public workshops, including fun exercises that engage the public at important stages in the process. Alta will provide materials in English and Spanish and provide Spanish-speaking staff at each workshop. At a minimum, we anticipate three workshops will be conducted for this planning process, including:

Meeting 1: The first workshop will focus on gathering information on the strengths, weaknesses, opportunities, and threats of the bicycle and pedestrian network. The workshop will involve a facilitated interactive mapping exercise where community members identify biking and walking facilities on the map that they like and use and areas that they don’t like or don’t use and why.

Meeting 2: Based on existing conditions analysis, feedback from the stakeholder committee, and feedback from Workshop #1, a summary of existing conditions will be presented as well as proposed programs and improvements to the network. Participants will provide feedback on what they like and what is missing through a facilitated discussion combined with a survey.

Workshop 3: This will be a modified open house to enable easy participation by City residents. Rather than running through a presentation, we recommend a set of stations that present a variety of methods for gathering input, including tabletop stations with maps and other information, informal voting exercises that allow participants to quickly react to proposed concepts, and comment forms for more free-form or open-ended comments.

For all three public meetings, Alta will develop flyers, draft agenda, presentation materials, maps, methods to gather input, and summary notes. The City of Emeryville will secure the meeting location (unless the meeting is moved to an online format) and distribute noticing.

2.4.4 Virtual Engagement

ONLINE SURVEY

It is critical to survey the community to establish a profile on the communities' existing travel modes and frequencies, demographics, location-specific barriers, and issues preventing people from bicycling and walking more and how different facility types may help overcome those barriers and issues. The Alta team will create an online community survey in English and Spanish to help establish this profile. Our in-house team has created numerous online surveys with clean, compelling, easy-to-use interfaces. The software provides back-end data collection features that can convert data into clean graphs or allow it to be downloaded into a spreadsheet for further analysis. We will also be able to view the number of "unique visits" and survey response rates. We will have printed copies of the survey available at in-person events for those with limited internet access.

Alta proposes noticing the survey via three methods:

- **Mall.** Alta will design a bilingual postcard to be printed and mailed to 9,000 households and businesses in Emeryville. Alta will use a third-party vendor that maintains a consumer address list and will print and mail the postcards.
- **Social Media/E-Newsletters.** In addition to having the City and stakeholders post the survey through their social media channels and e-newsletters, Alta will design and purchase a social media ad campaign using Facebook and Instagram. Alta will target the ads to the 94608 zip code (the smallest geography available) to capture people living, working, or passing through Emeryville. We have found social media ads to be helpful in reaching populations not typically reached through normal noticing practices.
- **Sidewalk Decals.** Alta will design and place temporary sidewalk decals on sidewalks and near bike racks throughout Emeryville. The twenty inches by twenty inches adhesive decals will include a URL link and QR code for the online survey. All decals will be placed on public right-of-way with the approval of the City.

ONLINE INTERACTIVE WEBMAP

- **Alta will build and host** a map-based activity that prompts the visitor to place points and/or lines on an interactive map of Emeryville to highlight specific areas of concern and enter a text comment with details for each of the markers they place on the map. The tool will be structured to enable users to provide feedback in the form of points and lines on the map with information such as:
 - Bicycle/pedestrian network gaps
 - Frequently used routes
 - Difficult crossings
 - Origins and destinations
 - Desired transportation and recreational routes
 - Desired bike parking and other support facilities
 - Desired bicycle/pedestrian/transit integration improvements

Task 2 Deliverables:

- Community Outreach Strategy Memo
- Presentations (4)
- Focus Group/Listening Sessions (3)

- BPAC Meetings (5)
- TAC Meetings (3)
- Bicycle tour (1)
- Walking tours (2)
- Community Meetings (3)
- Online Survey
 - Postcard Notices
 - Social Media Ads
 - Sidewalk Decals
- Online interactive webmap

Task 3: Existing Conditions and Needs Analysis

The existing conditions and needs analysis will provide a comprehensive and robust data-driven understanding of how people walk and bike through Emeryville and the barriers to increasing more people using active transportation.

3.1 EXISTING PLANS, POLICIES, AND PROGRAMS

Alta will review and compile existing City goals, policies, programs, and performance metrics supporting pedestrian and bicycle mobility. The Alta team will work with the City to assess progress in meeting the existing active transportation plan's vision, goals, policies, and recommendations. Alta will develop an evaluation matrix in Microsoft Excel to identify which action steps have been completed, partially completed, or not started. The matrix will benchmark those existing policies and performance metrics against regional and national best practices, including new bicycle technology (e-bikes and cargo bikes) and shared micromobility (e-scooters). We will investigate action steps that have been challenging to complete and consider adjustments and policy implications. An example could be the bicycle boulevard performance goals citywide and for Horton Street, in particular, that have been challenging to monitor and maintain given the redevelopment of the Sherwin-Williams site. Alta will document how the City's Complete Streets Policy and development review process has been used to assess and realize implementation of the existing plan. Alta will also catalog which education and encouragement programs are offered (by the City or others), how data is collected and reported, ways in which the public is involved in project delivery, and how enforcement is addressed. Re-assessing all implementation guidelines will be a priority so that staff resources are allocated effectively in subsequent tasks.

It is assumed that this plan will reference and expand upon the following list of adopted goals, policies, and metrics. **Note:** Items with an asterisk will be summarized by the City and information shared with Alta. Items in **bold/blue** were authored by Alta Planning + Design.

Documents to be reviewed include:

Emeryville

- **Pedestrian and Bicycle Plan 2012***
- Pedestrian and Bicycle Plan Status Update 2017*
- General Plan 2010*
- General Plan Annual Progress Report 2019*
- Complete Streets Policy 2013
- Capital Improvement Program 2019*
- Bicycle/Pedestrian Advisory Committee Wish List 2017*
- Age-Friendly Initiative Community Concerns 2019*
- Summary of items from BPAC minutes 2018-19
- Design Guidelines 2010 Amended 2015

- Major Development Projects List 2020
- Powell Street Study 2020
- Parking Section of Planning Regulations 2020
- 40th and San Pablo Bus Hub Project Conceptual Design 2020

Berkeley

- **Bicycle Plan 2017***
- Pedestrian Plan to be released in 2020*

Oakland

- **Let's Bike Oakland 2019***
- Oakland Walks 2017*
- Alameda County Transportation Commission (ACTC)
- Countywide Multimodal Arterial Plan 2016*
- Active Transportation Plan 2020
- Local Bicycle and Pedestrian Master Plan Guidelines 2019
- Safe Routes to School Audits for schools located in Emeryville
- Metropolitan Transportation Commission (MTC)
- Plan Bay Area: Regional Transportation Plan and Sustainable Communities Strategy Adopted 2013-2040 or Draft 2021-2050
- Bay Area Air Quality Management District
- Clean Air Plan 2017*

Caltrans

- Bicycle Transportation Account Guidelines*
- Transportation Plan 2040 2016*
- **Toward an Active California PBP 2017***
- **District 4 Bike Plan 2018***

3.2 EXISTING CONDITIONS

Our team will collect available mapping data (in ArcView GIS-compatible format) to be used in preparing existing conditions base maps. Requested mapping data would include ESRI shapefiles of street centerlines, right-of-way widths, railroads and utilities, land uses, existing bicycle/pedestrian facilities such as sidewalks, bike lanes and shared use paths, street trees, transit facilities, water bodies, and other barriers. Alta will collect base mapping data from the City of Emeryville as well as US Census data and other partner agencies such as AC Transit and BART, Alta will map walking and bicycle commute data by Census Tract and evaluate trends over time. Using the Alameda CTC Bicycle and Pedestrian Demand Tools and National Household Travel Survey (2017), Alta will provide estimated existing active mode trips in absolute numbers and as a percentage of all trips for commuting, utilitarian, and social/recreational trips. Alta will update the City's bikeway GIS data consistent with Caltrans Class I, II, III, IV classifications as well as Alameda County Transportation Commission sub-classifications as appropriate. Alta will create a base map and map series documenting existing conditions, including gaps in the network and any information gathered through recent Safe Routes to School audits at Anna Yates School and/or Emery High. At the end of the project, Alta will provide the City with all GIS shapefiles and attribute tables collected and used in our analysis.

3.3 ACTIVE TRANSPORTATION NETWORK ANALYSIS

Active transportation network analysis refers to the variety of ways we measure how everyone can easily and safely get where they need to go by walking or bicycling. Alta will conduct network analysis to answer three big questions:

- Where do people want to go and can they travel there easily by walking or bicycling? To answer this question, we will perform Task 3.3.1 Connectivity Analysis.
- Are people able to walk and bicycle safely? To answer this question, we will perform Task 3.3.2 Safety and Comfort Analysis.
- Does everyone have equitable access to walking and bicycling infrastructure? To answer this question, we will perform Task 3.3.3 Equity Analysis.

The results of these analyses will help us understand the current performance and potential opportunities in the City's multimodal transportation system, with a focus on results that are easy to communicate and inform opportunities and constraints, project recommendations, and prioritization.

3.3.1 Network Connectivity Analysis

Alta will develop both Bicycle and Pedestrian Level of Traffic Stress scores for roadway segments. This analysis will score roadway and shared-use path segments on a four-point score, with LTS 1 segments providing the most comfortable route and LTS 4 segments representing the least comfortable route options. Scores are based on roadway characteristics and availability of bicycle or pedestrian facilities, including sidewalk presence and width, posted speed limit, number of lanes, and buffer space that separates sidewalks from general purpose travel lanes. Based on data availability, assessment of crossings may also be supported. Results will be summarized to a standardized hexagon grid for display purpose, depicting a heat map that shows the average distance from that hexagon to various destinations. This heat map will be used to understand current travel opportunities, confirm network barriers and opportunities, and inform project development.

3.3.2 Safety Analysis

The project team will gather and map bicycle and pedestrian crash data from TIMS and SWITRS and supplement with more recent data from the City's Police Department, specifically for severe crashes that could affect prioritization that haven't been processed through SWITRS yet.

3.3.3 Equity Analysis

Alta will evaluate how active transportation needs and challenges impact disadvantaged communities in and near Emeryville. Alta's equity analysis process uses defined equity indicators, which are factors derived from US Census, MTC, and other public data that have historically been connected to disadvantaged and vulnerable populations, including concentrations of children, older adults, people of color, people with limited English proficiency, low educational attainment, households with no access to a vehicle, and low-income individuals. Equity scores will be mapped and compared to existing infrastructure.

The equity analysis will be expanded to include not just those that live in and near Emeryville but also those that work in Emeryville and pass through Emeryville on foot or by bicycle. This may include people who work at large businesses in Emeryville and also may include "invisible populations" such as day laborers. Identification of those who work in Emeryville will be done using the US Census OnTheMap tool. Identification of "invisible populations" will be done through community partners during the outreach stage.

3.4 EXISTING CONDITIONS AND NEEDS ANALYSIS RESULTS

Alta will consolidate the information developed through the preceding tasks into a presentation. Alta will submit the presentation to the City for feedback. Alta will revise text and supporting figures, tables, and maps one (1) time based on a single set of consolidated internally consistent comments and track changes and will incorporate it into the administrative draft plan.

Task 3 Deliverables:

- Existing Goals and Policies Matrix (Microsoft Excel)
- Existing Conditions Maps (PDF)

- Bicycle Level of Traffic Stress Map (PDF)
- Pedestrian Level of Traffic Stress Map (PDF)
- Bicycle and Pedestrian Collision Maps and Diagrams (PDF)
- Equity Analysis Map (PDF)
- Existing Conditions and Needs Analysis Results Draft and Final (Microsoft PowerPoint)

Task 4: Pedestrian and Bicycle Recommendations

4.1 PROPOSED VISION, GOALS, OBJECTIVES, AND ACTION STEPS

Based on a review of existing plans, existing conditions, needs analysis, and community input, Alta will develop a vision statement for the draft active transportation plan. The vision will be a broad and inspirational statement that presents the desired future state related to pedestrian and bicycle travel. The goals will be a broad statement of what the City and its residents hope to achieve over time. Objectives and action steps will include action-oriented statements and proposed changes to City ordinances, internal policies, or operating procedures to support the implementation of the active transportation plan. Alta will work with City staff to identify aspirational, but achievable bicycle and pedestrian mode share, collision, serious injury, and fatality reduction goals. The Alta team may recommend additional goals such as those related to safety, based on input from the community, stakeholders, and peer cities.

4.2 PROPOSED PEDESTRIAN AND BIKEWAY NETWORK

The Alta team will recommend a proposed pedestrian and bikeway network informed by stakeholder and community input and the existing conditions and needs analysis performed in previous tasks. The Alta team will work with City staff to identify which design guidelines to use to determine bikeway geometry, striping, and traffic control devices and then evaluate potential changes in the pedestrian and bikeway network. Alta will produce a series of maps and tables that include:

- Proposed pedestrian facilities including sidewalks, infrastructure relocations, crosswalks, signal changes, ramps, curb extensions, refuge islands, landscaping, pedestrian bridge lighting, new paths, and path improvements
- Proposed intersection and crossing improvements along the network which may include RRFBs or Pedestrian Hybrid Beacons at currently uncontrolled crossings, or upgrading signalized intersections to provide additional channelization or to fully protected intersections depending on the approach facility design
- Proposed bicycle facilities including bike lanes, buffered bike lanes, separated bikeways, bicycle boulevards, and shared use paths. Alta will utilize the standard Caltrans bikeway classification system and could combine it with the Alameda CTC bikeway classification subcategories at the City's direction.
- Proposed "All Ages and Abilities" Network of low-stress facilities that form the backbone of the bicycle and pedestrian network
- Proposed bike racks, and bike lockers for medium- and long-term parking
- Proposed traffic calming enhancements on current or proposed Bicycle Boulevard/neighborhood greenway type Class III facilities

Other Considerations

- Placemaking and Public Art. Alta will also look for ways to co-align recommendations with locations to create inviting spaces for people who are walking or cycling. We will help implement the Emeryville Public Art Master Plan by considering artist-designed functional elements for installation along the bikeways, trails, and gateway.
- Conflicts with Other Modes. Alta will include information on truck routes, avoid overlap where possible, and suggest decision-making process when proposed network changes might impact goods movement via those streets. The Alta team will take an objective approach in identifying

space limitations (generally the existing roadway curb-to-curb widths); we will present the preferred and minimum widths of the facilities that the City is considering, and then identify the potential tradeoffs within the options for reallocating space from existing conditions (e.g., redesignating space from an existing vehicle travel lane versus existing on-street vehicle parking).

- Sea Level Rise and Bay-Friendly Landscaping. As a coastal community, Emeryville must be conscious of flooding and sea level rise. Alta's Sea Level Rise and Flooding Analysis will use a mixture of local data, Climate Central's Surging Seas tool, and NOAA Coastal Flood Exposure mapping to identify areas at high risk of flooding on the plan timeline and areas predicted to be permanently inundated on the plan timeline. These analyses will be overlaid with recommendations to plan for more resilient infrastructure in areas at high risk of flooding and to deprioritize new projects in areas at risk for inundation. All project elements will be selected to meet Bay-Friendly Landscaping principles as much as possible.
- Wayfinding. Alta will include information on wayfinding design principles.

4.3 PROPOSED POLICIES AND PROGRAMS

Using the research conducted in Task 3.1 Existing Plans, Policies, and Programs, Alta will propose new and modified City policies and programs to answer questions that may include, but are not limited to:

Policies

- Are Emeryville's dockless shared mobility regulations in alignment with its neighboring jurisdictions? If not, what modifications might be appropriate for the City to consider?
- Are the City's bicycle parking design requirements for new development and public locations providing enough convenient and secure parking to meet demand? If not, what modifications might the City consider?
- Does the City have a policy for requiring bicycle parking at large events? What should the City consider to craft a policy?
- Does the City have a policy or standard operating procedure to rapidly respond to address safety problems for bike and pedestrian collisions through quick-build design and implementation? If not, what policy framework should the City consider?
- How are the public and stakeholders involved in the design process for large capital projects? What efforts are made to include disadvantaged communities? What principles should be developed to guide this process?
- When and how should the City use pilot/demonstration/tactical urbanism projects as part of the project planning and delivery?
- What is the City's capital improvements program policy or standard process for maintaining bicycle and pedestrian infrastructure?

Education Programs

- Which aspects of the Alameda County Safe Routes to School Program are working effectively for Emery Unified School District and which areas could be enhanced through increased City involvement?

Encouragement Programs

- What partnerships are most effective to encourage more adults and kids to walk or bike more often?
- How can the City encourage local employers to become Bicycle Friendly Businesses?

Evaluation Programs

- Which data is important and cost-effective for City staff to collect?
- How often should data be reported and in what format?

- Does the City maintain a database to collect and track bicycle and pedestrian infrastructure suggestions from BPAC, City Council, and/or the general public? Is there a low-cost, easy way to do this using the City's existing online resources?

Enforcement Programs

In response to the Black Lives Matter movement, the League of American Bicyclists, Vision Zero Network, and Safe Routes to School National Partnership have de-prioritized or eliminated enforcement from their programs. While still needing to enforce local traffic laws, what is the best way for Emeryville to promote just treatment and safer behaviors for all?

4.4 PEDESTRIAN AND BICYCLE RECOMMENDATIONS RESULTS

Alta will consolidate the information developed through the preceding tasks into a presentation. Alta will submit the results to the City for feedback. Alta will revise the text and supporting figures, tables, and maps one (1) time based on a single set of consolidated internally consistent comments and track changes and will incorporate it into the administrative draft plan.

4.5 BICYCLE AND PEDESTRIAN DESIGN GUIDELINES

In addition to the above, the Alta team will develop a best practice design toolkit for pedestrian, bicycle, and trail infrastructure that reflect the state of best practice and is tailored to Emeryville's unique needs and design decision-making. Alta will consult the City's standard details and the NACTO Urban Bikeway Design Guide as well as 2020 AASHTO Guide for the Development of Bicycle Facilities, Caltrans Highway Design Manual and Design Information Bulletins, California Manual on Uniform Traffic Control Devices, and 2010 ADA Standards for Accessible Design. The design guidelines will be a stand-alone document. Guidelines will be developed for sidewalk elements, pedestrian amenities including restrooms and water fountains, street crossings, intersections, traffic calming, signs, curb extensions, refuge islands, wayfinding, path sections, and facility geometry, striping and traffic control.

The best practice design toolkits will reflect the goals, policies, and objectives of the plan and consequently maximize safety, accessibility, and comfort for people walking and bicycling. We will include appropriate usage of non-standardized treatments and the source for detailed design guidelines or standards. We will provide best practice design guidelines for innovative design, with a graphic and text discussion for each standard or recommendation. We will provide recommendations that are consistent with local, state, and federal standards and practices and use the engineering judgement required as projects are designed and delivered.

Alta will develop and revise the design guidelines based on one set of internally consistent client comments.

Task 4 Deliverables:

- Proposed Vision, Goals, Objectives and Action Steps (Microsoft Word)
- Proposed Bicycle and Pedestrian Network (PDF & Microsoft Excel)
- Proposed Policies and Programs (Microsoft Word)
- Pedestrian and Bicycle Recommendations Results Draft and Final (Microsoft PowerPoint)
- Pedestrian and Bicycle Design Guidelines (PDF)

Task 5: Implementation Strategy

5.1 PRIORITIZATION PROCESS

Alta recommends a project prioritization process that uses the following principles:

- Responds to the goals and policies established for the plan. A good prioritization process can draw a clear line from the goals of the plan and the measures and process for prioritizing projects.
- Builds on the best quality data and analysis developed for the plan. Ultimately, projects for this plan will be developed that increase active transportation, improve safety, and supports other key goals from the General Plan. Using data from the needs analysis, Alta will help Emeryville develop measures that capture meaningful impacts of proposed projects.
- Connects to a strategic vision for the City's active transportation network. A prioritized list of projects should consider not just how good any one project is, but how it helps build a connected and comfortable network for riders of all ages and abilities. Especially for a bicycle and pedestrian plan, it is important to consider the cumulative benefits of multiple projects together.
- Distinguishes projects by tier. Focusing on qualitative differences in projects can be more useful than making fine distinctions between projects. A good prioritization process can only take into account a limited set of data and information and should avoid creating a false sense of precision.
- Provides flexibility for City staff to respond to funding availability and synergy with redevelopment projects.
- Can be easily updated through time as projects are implemented and network gaps change.

Alta will work with the City to develop a clear, repeatable process and apply it to the list of projects developed in Task 4.2. Projects will be mapped by prioritization tiers. A separate prioritization methodology will be developed and applied to the programs proposed in Task 4.3. Alta will develop a clear, graphical method for displaying project and program prioritization with realistic phasing assigned to lead departments/organization partners.

5.2 COSTS AND FUNDING

COST ESTIMATES

For linear improvements (e.g., paths, sidewalks, and bikeways), the Alta team will develop cost estimates on a per-mile basis with clearly stated assumptions on quantity of striping, paving, and other features. The Alta team will draw on the Alameda CTC Bicycle and Pedestrian Cost Estimating Tool as a starting point for planning-level facility costs. We will supplement these costs with the City's recent construction bid results and final closeout costs for recent projects like the Shellmound Street separated bikeway. We will consult with City staff to learn about utility conflicts and other unforeseen costs encountered during construction. Within each facility type or classification, we will identify between two and four subcategories to reflect cost differences due to the number of lanes, auxiliary work (e.g., demolition of existing facilities and repaving), and other features, as needed.

For intersection improvements, we will develop cost estimates based on type of intersection control (e.g., yield, STOP and signals), intersection size (approach and departure lanes), improvement scope, and auxiliary work. Equipment assumptions will be clearly quantified (e.g., number of signal heads, signals, pavement markings and corner modifications) to allow for later cost refinement and adjustment.

For all cost estimates, the Alta team will factor the construction cost estimate upward with a contingency factor to capture potential construction "hard costs" that will be identified during detailed design, e.g., utility upgrades or relocation, equipment upgrades, wayfinding and landscaping. A cost allowance may also be applied to reserve funds for placemaking and public art. The total per-mile construction cost will similarly be factored upward to capture construction "soft costs" for further planning, coordination, environmental clearance, permitting, surveying, and detailed design.

Detailed cost estimates will be generated for up to two conceptual design corridors using preliminary engineering quantity takeoffs (e.g., LF, SF, tons) from the conceptual design projects (see Task 5.3)

The Alta team will provide an estimated annual maintenance cost for each project. Alta will also evaluate Emeryville's staff capacity to implement the Active Transportation Plan and document any possible staff resource needs.

FUNDING

A critical question for any active transportation project is how to fund the proposed improvements both initially and to maintain them over time. Alta will research Emeryville's past expenditures for bicycle and pedestrian facilities and programs, estimate future funding available through the City's capital budget, and identify the gap in funding needed to implement the Active Transportation Plan.

The Alta team will leverage its knowledge of funding for active transportation projects to develop a comprehensive list of funding streams for project implementation. We will work with City staff, regional partners, and stakeholders to identify available funding sources for further planning, engineering, and construction work related to each project. There are a wide range of federal, state, regional, county, and local funding sources that may be appropriate for projects identified in this plan, including the Highway Safety Improvement Program (HSIP), BUILD grants, Active Transportation Program (ATP), County sales tax funds, and others. Where projects align with municipal and county plans, there may be significant opportunities to identify project segments for quick-win funding and implementation.

5.3 CONCEPT DESIGNS

For up to six (6) locations, the Alta team will develop conceptual plans using AutoCAD to further the design for specific facilities within the recommended network. With the CAD base map, the study corridor will be presented on a scaled aerial base at 1-inch = 20-foot scale or greater with existing curb lines, curb ramps, and above-ground utilities drawn. Bus stops and other on-street uses will be noted with callouts. Existing and proposed curb-to-curb and lane widths will be clearly dimensioned. Utility, striping, signage, and traffic signal symbols will match the Caltrans Standard Plan style template.

The conceptual plan will show in plan view the proposed infrastructure improvements, with clear delineation on proposed curb lines, lane lines, pavement markings, and color treatment. The plans will show grade transitions (e.g., curb ramps) and potential earthwork infrastructure (e.g., retaining walls), and will identify potential conflicts with above ground utilities. Underground utility locating will be deferred to later design phases. Intersections with proposed geometric modifications will be tested using AutoTurn software for design vehicle traffic paths through critical vehicle turn movements.

We will perform quantity takeoffs of the major construction items shown on the conceptual plan, which may include square footage of demolition, paving, landscaping, and pavement markings; linear feet of striping and curb and gutter; and counts of signal equipment, signs, bollards, and other features. We will use these construction item quantity takeoffs to develop a refined conceptual cost estimate suitable for grant application.

At signalized intersections, the existing and proposed traffic signal phasing will be noted in a phasing diagram. Traffic analysis for reconfigured intersections is not proposed as part of this task.

These concept designs may be used in the City's capital budget process or future grant applications (see Task 8: Grant Writing Assistance).

5.4 IMPLEMENTATION STRATEGY MEMO

Alta will consolidate the information developed through the preceding tasks into a memo. Alta will also forecast bicycle and walking trips in the plan area using the Alameda CTC Bicycle and Pedestrian Demand Tools. Alta will submit the memo as a Microsoft Word document to the City for feedback. Alta will revise the memo text and supporting figures, tables, and maps one (1) time based on a single set of consolidated internally consistent comments and track changes and will incorporate it into the administrative draft plan.

5.5 BENEFIT-COST ANALYSIS

Alta will analyze the potential monetized impacts of completing Tier 1 priority projects and the entirety of all recommend projects. We will input the estimates into Alta's proprietary cost-benefit analysis model developed to assess bicycle- and pedestrian focused transportation projects within federal cost-benefit analysis guidelines. This model uses data and information from national research on the benefits of active transportation and past studies on specific trail improvements to estimate the potential economic benefits of improvements. The analysis will include quantified and monetized estimates of potential impacts to existing public health, air quality, safety and economic conditions based on the forecasted increases in walking and bicycling rates, as well as documented research on the positive impacts of an increase in physical activity levels, decrease in motor vehicle trips, and an increase in tourism amenities. These benefits will be compared with estimated capital and maintenance cost estimates over the useful life of the facilities to generate an estimated Net Present Value, Internal Rate of Return, and Benefit-Cost Ratio. Alta will summarize the analysis methods, assumptions, and outputs in a draft technical memorandum. Following one (1) round of consolidated comments, we will produce a finalized technical memorandum.

Task 5 Deliverables:

- Prioritization Process Methodology and Results (Microsoft Word and Excel)
- Cost Estimates (Microsoft Excel)
- Concept Design Sheets (PDF)
- Implementation Strategy Memo Draft and Final (Microsoft Word)
- Cost-Benefit Analysis Memo Draft and Final (PDF)

Task 6. Plan Document Preparation and Adoption

6.1 ADMINISTRATIVE DRAFT PLAN

Alta will develop an administrative draft based on the content drafted and approved in the working deliverables from previous tasks. Alta will include a table to document how the plan conforms to the Alameda CTC Bicycle Master Plan Guidelines and where in the plan each required section can be located. Alta will use the Adobe Creative Suite to format the administrative document in a highly readable and engaging format. Alta will produce a "Look and Feel" document to gather feedback from the City on the stylistic quality of the document before populating with content. We anticipate the City's review period to be approximately three weeks. The City should provide one set of consolidated and internally consistent comments using the PDF comment tool.

6.2 PUBLIC DRAFT

Alta will revise the administrative draft based on City comments and produce the public draft plan. The public draft will be published on the project website to collect community input. Alta will present the public draft plan to the Transportation Committee, Planning Commission, and City Council as a study session (along with the TAC and BPAC in Task 2). Alta will collect and log comments received from the public, Planning Commission, and review with City staff to determine necessary revisions.

6.3 FINAL DRAFT AND PLAN ADOPTION

Alta will revise the public draft based on guidance from City staff and prepare the final draft active transportation plan. Alta will prepare maps for the City to use in updating the General Plan. Alta will present the final draft to the Emeryville City Council for formal adoption. Alta will revise the Final Draft into a Final Plan to incorporate direction from City Council. Alta will transmit all final product and source files to the City. The document will be remediated for accessibility.

Task 6 Deliverables:

- Administrative Draft Plan (PDF)
- Public Draft Plan (PDF)

- Updated Maps for General Plan
- Final Draft Plan (PDF)
- Final Plan (PDF and all source files in native format)
- Planning Commission Meeting (1)
- Transportation Committee Meeting (1)
- City Council Meetings (2)

Task 7. Grant Writing Assistance

7.1 DEVELOP GRANT APPLICATIONS

Based on timing of the call for proposals and the City's budget, Alta will work with the City to select up to two (2) grant programs to fit the budget available. We have provided an estimated budget targeting the following:

- 1 x Active Transportation Program (ATP)
- 1 x Highway Safety Improvement Program (HSIP)

Preparation of grant applications does not assume development of concept designs or other design work for specific projects. Work on this task will be limited to the available budget.

Task 7 Deliverables:

- Two grant applications

Project Budget

Emeryville Active Transportation Plan

TASK	Alta Planning + Design											Parisi Transportation Consulting			Task Hours	Total Task Fee (Rounded)
	Principal-In-Charge	Project Manager	Assistant Project Manager	Planner	Senior Associate Engineer	Traffic Engineer	Designer	Data Science Lead	Data Analyst	Graphic Design	Web Developer	Principal	Project Manager	Planner		
	Brett Hondorp	Jeff Knowles	Libby Nachman	Nick Aguilera	Jocelyn Walker	Tobin Bonnell	Lydia Kensinglaar	Kim Voros	Lisa Schroer	Eli Bisegna	Zane Taylor	David Parisi	Andrew Lee	Patrick Golier		
2020 Hourly Rate*	\$275	\$218	\$126	\$106	\$225	\$178	\$148	\$138	\$106	\$116	\$138	\$280	\$200	\$200		
1 Project Initiation and Management	18	66	16	0	0	0	0	0	0	0	0	4	16	0	120	\$ 25,700
1.1 Project Kick-Off Meeting	2	2	4									2	2		12	\$ 2,700
1.2 Project Management	16	64	12									2	14		108	\$ 23,000
2 Outreach and Public Engagement	1	62	86	38	0	0	0	0	8	16	65	0	8	0	284	\$ 41,900
2.1 Outreach Plan and Strategy	1	4	10												15	\$ 2,400
2.2 BPAC Coordination		8	4												12	\$ 2,300
2.3 TAC Coordination		12													12	\$ 2,600
2.4 Community Engagement																
2.4.1 Listening Sessions/Presentations		10	10	8											28	\$ 4,200
2.4.2 Tours		8	14						4				8		34	\$ 5,500
2.4.3. Community Meetings		12	24	12											48	\$ 6,900
2.4.4 Virtual Engagement		8	24	18					4	16	65				135	\$ 18,000
3 Existing Conditions and Needs Analysis	2	10	17	48	0	0	0	16	106	0	0	0	0	0	199	\$ 23,200
3.1 Existing Plans, Policies & Programs		2	8	16											26	\$ 3,100
3.2 Existing Conditions		1	2	8				4	32						47	\$ 5,200
3.3 Active Transportation Network Analysis																
3.3.1 Network Connectivity Analysis		1						2	26						29	\$ 3,200
3.3.2 Safety Analysis		1						2	24						27	\$ 3,000
3.3.3 Equity Analysis		1		8				8	24						41	\$ 4,700
3.4 Existing Conditions and Needs Analysis Results	2	4	7	16											29	\$ 4,000
4 Pedestrian and Bicycle Recommendations	22	54	66	40	35	8	82	0	16	40	0	8	80	48	499	\$ 85,800
4.1 Proposed Vision, Goals, Objectives and Action Steps	2	8	24												34	\$ 5,300
4.2 Proposed Pedestrian and Bikeway Network	12	16	24	32	19	4	36		16			8	80	48	295	\$ 53,000
4.3 Proposed Policies and Programs	2	16	8	8											34	\$ 5,900
4.4 Pedestrian and Bicycle Recommendations Results	4	6	10												20	\$ 3,600
4.5 Bicycle and Pedestrian Design Guidelines	2	8			16	4	46			40					116	\$ 18,000
5 Implementation Strategy	3	22	30	40	16	4	32	0	16	0	0	22	162	58	405	\$ 75,100
5.1 Prioritization Process		4							16						20	\$ 2,500
5.2 Costs and Funding		4		8								8	24	16	60	\$ 12,000
5.3 Concept Designs		2			16	4	32					12	130	30	226	\$ 45,400
5.4 Implementation Strategy Memo	2	8		32								2	8	12	64	\$ 10,200
5.5 Benefit-Cost Analysis	1	4	30												35	\$ 5,000
6 Plan Document Preparation and Adoption	7	55	38	82	2	2	0	0	48	76	0	0	0	0	310	\$ 42,000
6.1 Administrative Draft Plan	4	16	16	40	2	2			22	52					154	\$ 20,000
6.2 Public Draft	2	15	8	24					16	8					73	\$ 10,000
6.3 Final Draft & Plan Adoption	1	24	14	18					10	16					83	\$ 12,000
7 Grant Writing Assistance	1	8	50	100	16	0	16	4	60	0	0	0	0	0	255	\$ 31,800
7.1 Develop Grant Applications	1	8	50	100	16		16	4	60						255	\$ 31,800
Staff Hours	54	277	303	348	69	14	130	20	254	132	65	34	266	106	2072	\$ 325,500
Other Direct Costs																\$ 6,500
Project SubTotal	\$14,850	\$60,386	\$38,178	\$36,888	\$15,525	\$2,492	\$19,240	\$2,760	\$26,924	\$15,312	\$8,970	\$9,520	\$53,200	\$21,200		\$ 332,000
Contingency																\$ 33,000
GRAND TOTAL																\$ 365,000

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates are for calendar year 2020, and will be adjusted if work is continued into subsequent year(s).

SCHEDULE

Emeryville Active Transportation Plan

Task	2020	2021												2022				
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1 Project Initiation and Management																		
1.1 Project Kick-Off Meeting	X																	
1.2 Project Management																		
2 Outreach and Public Engagement																		
2.1 Outreach Plan and Strategy																		
2.2 Bicycle and Pedestrian Advisory Committee (BPAC) Coordination				X		X		X				X			X			
2.3 Technical Advisory Committee (TAC) Coordination				X					X					X				
2.4 Community Engagement																		
2.4.1 Listening Sessions/Presentations																		
2.4.2 Tours/Mobile Workshops																		
2.4.3. Community Meetings				1					2					3				
2.4.4 Virtual Engagement																		
3 Existing Conditions and Needs Analysis																		
3.1 Existing Plans, Policies, and Programs																		
3.2 Existing Conditions																		
3.3 Active Transportation Network Analysis																		
3.3.1 Network Connectivity Analysis																		
3.3.2 Safety Analysis																		
3.3.3 Equity Analysis																		
3.4 Existing Conditions and Needs Analysis Results																		
4 Pedestrian and Bicycle Recommendations																		
4.1 Proposed Vision, Goals, Objectives and Action Steps																		
4.2 Proposed Pedestrian and Bikeway Network																		
4.3 Proposed Policies and Programs																		
4.4 Pedestrian and Bicycle Recommendations Results																		
5 Implementation Strategy																		
5.1 Prioritization Process																		
5.2 Costs and Funding																		
5.3 Concept Designs																		
5.4 Implementation Strategy Memo																		
6 Plan Document Preparation and Adoption																		
6.1 Administrative Draft Plan																		
6.2 Public Draft																		
6.3 Final Draft & Plan Adoption																		
7 Grant Writing Assistance																		
7.1 Develop Grant Applications																		

LEGEND

- Task Progress
- Deliverable
- Client Review
- X

Public Meeting / Workshop
- T

Transportation Committee

- P

Planning Commission
- C¹

City Council Study Session
- C²

City Council Hearing
- C³

City Council Second Reading



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **ALTA PLANNING + DESIGN, INC.**.

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☒ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☐ **Construction Specific**

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

\$1,000,000.00 per accident for bodily injury and property damage.

☒ **Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☒ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.