



PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is effective as of this _____ day of _____, 2019 (the “Effective Date”), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **URBAN PLANNING PARTNERS, INC** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for 58Fifty Shellmound Way Residential Project Environmental Review Services; 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.

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

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, 2022**. The Parties may, by mutual, written consent, extend the term of this Contract.

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 AND TWO THOUSAND, EIGHT HUNDRED AND SEVENTY-ONE DOLLARS AND NO CENTS (\$302,871)**, 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 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. In the event that compliance with the Living Wage Ordinance is not required, the Contractor may still 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.

4.13.2 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 **\$16.20 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.

4.14 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.

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.
- 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 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 **Miroo Desai, Senior Planner** for the City and **Claire Feeney, Project Manager & Brandon Northart, Assistant Project Manager** for the Contractor:

CITY	CONTRACTOR
Miroo Desai, Senior Planner Phone No.: 510-596-4785 E-Mail : mdesai@emeryville.org	Claire Feeney, Project Manager & Brandon Northart, Assistant Project Manager Phone No.: 510-251-8210 E-Mail : cfeeney@up-partners.com & bnorthart@up-partners.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.: 510-596-4360 E-Mail : cbryant@emeryville.org</p> <p><i>with a copy to:</i> Miroo Desai, Senior Planner 1333 Park Avenue Emeryville, California 94608 Phone No.: 510-596-4785 E-Mail : mdesai@emeryville.org</p>	<p>Lynette Dias, President/Principal Urban Planning Partners, Inc 388 17th Street, Suite 230 Oakland, CA 94612 Phone No.: 510-251-8210 E-Mail : ldias@up-partners.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 or scanned signature and shall accept the telecopied or scanned 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


Compliance with terms and conditions set forth in **Exhibit C** is **required** / **not 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 herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

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:



Asst. City Attorney

Dated:

CITY OF EMERYVILLE

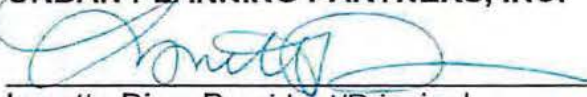
_____, 2019

Christine S. Daniel, City Manager

Dated:

URBAN PLANNING PARTNERS, INC.

June 26, 2019



Lynette Dias, President/Principal (Signature)

EXHIBIT A

PROPOSAL FOR SERVICES

58FIFTY SHELLMOUND RESIDENTIAL PROJECT ENVIRONMENTAL REVIEW SERVICES



Submitted to:

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

June 20, 2019

URBAN
PLANNING
PARTNERS
INC.

PROPOSAL FOR SERVICES

**58FIFTY SHELLMOUND RESIDENTIAL PROJECT
ENVIRONMENTAL REVIEW SERVICES**

Submitted to:

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

June 20, 2019

Prepared by:

Urban Planning Partners, Inc.
388 17th Street, Suite 230
Oakland, CA 94612
510.251.8210

**URBAN
PLANNING
PARTNERS
INC.**

1. INTRODUCTION & PROJECT UNDERSTANDING

INTRODUCTION

Urban Planning Partners, Inc. (Urban Planning Partners) is pleased to submit this proposal to the City of Emeryville to provide Environmental Review Services for the 58Fifty Shellmound Residential Project (project). This section describes our understanding of the project and introduces our team. Our recommended scope of work is detailed in Section 2. The project timeline, and estimated fee for preparing the CEQA document are provided in Sections 3 and 4, respectively.

PROJECT UNDERSTANDING

The project site is a 1.49-acre parcel at 5850 Shellmound Way, on the northeast corner of Christie Avenue and Shellmound Way, midway between I-580 to the west and the Emeryville Amtrak station to the east. The project involves demolition of the existing 61,000-square-foot office building and construction of an 8-story, 85-foot-tall building with 244 residential units and approximately 10,000 square feet of ground floor commercial space. The General Plan designation and zoning for the site is Mixed Use with Residential.

The proposed project also includes a General Plan Amendment. The current Emeryville General Plan shows the future location of Shellmound Way approximately 250 feet north of its existing configuration, which would encroach into the project site. Since completion of the General Plan, the City has decided that relocation of Shellmound Way is no longer desired. The proposed project would entail a revision to the General Plan to keep Shellmound Way in its current location. The General Plan Amendment would also include a bicycle and pedestrian path in the northern 10 feet of the project site adjacent to 5890 Christie Avenue.

TEAM OVERVIEW

Urban Planning Partners is a policy and environmental planning firm located in Oakland. We are 100-percent woman-owned, Disadvantaged Business Enterprise (DBE). Urban Planning Partners has extensive experience preparing CEQA documents for large reuse and mixed-use developments on urban infill sites that involve a plethora of complexities. In managing the CEQA process for the 58Fifty Shellmound Residential project, Urban Planning Partners will draw upon current and past experience addressing the full range of issues associated with urban infill development, including consistency with planning policy, land use compatibility, historic resources, transportation, and noise.

As the lead consultant, Urban Planning Partners will manage the contract for the 58Fifty Shellmound Residential Environmental Review Services, be responsible for the accuracy and

quality of all work products and analyses, and represent the team at all public hearings. We have assembled the following well-qualified team to prepare the EIR:

- **Urban Planning Partners, Inc.:** project management; preparation of all documents and notices; project description; and CEQA analysis related to aesthetics, agriculture and forest resources, biological resources, cultural resources, land use and planning, mineral resources, population and housing, public services and utilities, recreation, and alternatives.
- **Baseline Environmental Consulting:** air quality, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, geology and soils, and noise
- **Fehr & Peers:** transportation and traffic
- **LSA:** cultural resources
- **RWDI:** wind
- **PreVision Design:** visual simulations and shadow study

The Urban Planning Partners team will collaboratively manage this project with a core team to ensure we can be extremely responsive and meet varied project demands and the desired schedule. **Lynette Dias**, Principal, will be the principal-in-charge; **Claire Feeney** will be the project manager, and **Brandon Northart** will be the assistant project manager. Lynette, Claire, and Brandon will each be involved on a daily basis and in regular communication with the City and our subconsultants. Claire will lead day-to-day project coordination with the development team, City, and our subconsultants. Brandon will provide additional project management support in addition to research and writing for the EIR.

As transportation and circulation is one of the primary topics of concern, the Fehr & Peers team is also listed below. **Kathrin Tellez**, Principal, will serve as the project manager for the project; **Jordan Brooks** will act as deputy project manager; and **Rob Rees**, Principal-in-Charge will provide oversight and attend public hearings.

Urban Planning Partners is committed to schedule and budget. We diligently manage our commitments with weekly, monthly, and quarterly projections. We consider each potential assignment carefully, and only commit to projects we have the resources to complete. Given our relatively small size, we have an established history of successfully managing very large and challenging projects in controversial environments with ambitious schedules.

2. APPROACH & SCOPE OF WORK

This section outlines Urban Planning Partners' recommended approach and scope of work for providing environmental review services for the 58Fifty Shellmound Residential Project (project). Our recommended approach is informed by our review of the available project materials and our knowledge of the planning processes and regulations in the City of Emeryville.

The environmental review scope of work is organized into two options:

- **Option 1:** Prepare an infill Exemption under CEQA Guidelines Section 15183.3 or an Addendum under Section 15162.
- **Option 2:** Prepare an EIR.

A detailed scope of work is provided for Option 1 and an estimated fee is provided for both options. A high-level scope is provided for Option 2; if it is determined an EIR is needed, a more detailed scope will be prepared if warranted.

OPTION 1: PREPARE AN EXEMPTION OR ADDENDUM CEQA DOCUMENT

Our recommended scope of work for a streamlined CEQA review tiering off of the City's General Plan EIR is described below and summarized in Table 1.

TASK 1. PROJECT INITIATION

Project initiation will involve several tasks, including conducting a preliminary meeting and site visit, preparing a base map, compiling and distributing relevant documents, data gathering, and contacting responsible agencies and City departments. The project description for the environmental document will also be prepared.

A. Start-Up Meeting/Site Visit

Urban Planning Partners will meet with City staff to discuss the environmental review strategy, timeline, and research tasks. At this time, we will also organize and distribute project plans and any existing background reports/policy documents to the project team. We will visit the project site to document existing conditions and site features.

B. Base Map Preparation

A base map of the project site and vicinity will be prepared by Urban Planning Partners, based on data and information provided by the City and project applicant. The project site base map will be used to illustrate street and lot layouts in the project site vicinity and the project site's relationship to surrounding land uses and zoning designations.

C. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity, especially the General Plan EIR, will be evaluated. In addition, Urban Planning Partners will contact responsible agencies and City departments that may have information about the project site or insight into potential environmental impacts of the project.

D. Prepare Project Description

Urban Planning Partners will prepare a project description based on project plans, material provided by the project sponsor, and the Planning Commission staff report. The project description will include a discussion of the key characteristics of the project site and its vicinity, details of the project, the approval process, and anticipated development/phasing schedule.

A draft of the project description will be submitted to the development team and the City for review and acceptance prior to the Urban Planning Partners team conducting any impact analyses. Up to three drafts will be prepared in response to City comments.

TASK 2. ENVIRONMENTAL ANALYSIS

An environmental assessment will be completed for each topic listed below and the findings will be provided as responses to the CEQA Appendix N checklist. For each topic, we will provide (1) a summary of the findings from the General Plan EIR and General Plan Policies that would mitigate potential impacts, (2) updated analysis (construction, operation, and cumulative) necessary to determine if the project would result in any significant impacts and whether such impacts are in addition to or substantially greater than the impact findings of the General Plan EIR, (3) a discussion about what SCAs and General Plan policies are applicable and whether any new mitigation measures would be required; and (4) a conclusion as to whether the project would substantially increase the severity of significant impacts identified in the General Plan EIR, or would result in new significant impacts that cannot be mitigated.

Table 1. Scope of Work

<p>TASK 1. PROJECT INITIATION</p> <ul style="list-style-type: none"> A. Start-Up Meeting/Site Visit B. Base Map Preparation C. Data Gathering and Evaluation D. Prepare Project Description <p>TASK 2. ENVIRONMENTAL ANALYSIS</p> <ul style="list-style-type: none"> A. Aesthetics, Wind, and Shadow B. Air Quality C. Geology and Soils D. Greenhouse Gas Emissions E. Hazards and Hazardous Materials F. Hydrology and Water Quality G. Noise and Vibration H. Cultural and Tribal Cultural Resources I. Transportation and Traffic J. Other Topics <p>TASK 3. ENVIRONMENTAL DOCUMENT AND MMRP</p> <ul style="list-style-type: none"> A. Administrative Draft Document B. Screencheck Draft Document C. CEQA Document D. MMRP <p>TASK 4. PROJECT MANAGEMENT</p> <p>TASK 5. MEETINGS AND PUBLIC HEARINGS</p>
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The analyses and associated discussion needed to respond to the checklist questions and support the conclusions will be incorporated directly into the CEQA document as part of Task 3 described below. Model runs and other technical data will be provided in an appendix as appropriate.

A. Aesthetics, Wind, and Shadow (Urban Planning Partners, PreVision Design, RWDI)

Public Resources Code Section 21099(d) provides that “aesthetics (...) impacts of a residential, mixed-use residential, or employment center project on an infill site located within a transit priority area shall not be considered significant impacts on the environment.” The project meets these criteria; however, this analysis will be provided for informational purposes.

Urban Planning Partners will describe the aesthetic changes that would occur in the context of the existing built environment, based on our documentation/assessment of existing and project cumulative conditions and the visual simulations prepared by PreVision Design. We will also determine whether the project could create a wind hazard or cast shadows substantially affecting existing development or public areas, based on a wind study prepared by RWDI and a shadow study prepared by PreVision Design, and determine any recommended design measures to minimize adverse aesthetic, wind or shadow effects.

Subtasks we will complete include:

- Visual Simulations (PreVision Design) – The project sponsor will provide PreVision Design with CAD drawings of the project (if a usable 3D model is provided, a discount will apply) as well as exterior finish information (colors, materials, etc.). PreVision Design will conduct a site visit to determine locations of approximately 16 views-to-site and photograph the project site from each of the viewpoints. Urban Planning Partners will select five views, with which PreVision Design will produce five computer-generated visual simulations to portray representative “before” and “after” visual conditions at the project site.
- Shadow Analysis (PreVision Design) – PreVision shall perform an initial analysis to determine/confirm what features in the project vicinity may be impacted by shadow generated by the project including parks, solar panel arrays, and historic features. PreVision will gather existing building and topographical data and build a virtual 3D model to simulate existing vs. proposed vs. cumulative shading impacts. PreVision will develop graphical shading representations that demonstrate the existing vs. new shadows for the project on Summer solstice, Winter solstice, Spring/Fall Equinox at 9 am, noon, and 3pm. Two sets of graphics will be produced showing 1) existing shading conditions and new project shadow and 2) existing shading conditions and new project shadow + cumulative projects. The findings will be documented in a technical memorandum.

- **Wind Analysis (RWDI)** – Although not exceptionally tall, the proposed development’s location at I-80 and exposure to the shoreline means that it will face into strong prevailing west winds. RWDI will conduct a screening level wind analysis based on the current design drawings, long-term meteorological data for the area, an understanding of the buildings and topography surrounding the project site, previous wind tunnel studies for similar project, and RWDI’s engineering judgment.

RWDI will use proprietary in-house 3D modelling software to assess the project against the City of Oakland’s criteria for pedestrian comfort and hazards, as Emeryville has not adopted its own criteria. The discussion of pedestrian comfort will be provided for informational purposes only, as it not part of the CEQA significance threshold.

Recommendations of the wind analysis could involve some minor changes to the architecture or the addition of landscaping, wind screens or other features to mitigate any anticipated uncomfortable areas. The findings of the assessment will be documented in a brief presentation-style report. Although it is not anticipated that the project would have a significant wind impact, the screening wind assessment may make recommendations for more detailed analysis to better understand the wind impacts. The detailed analysis may include one or both of the following optional task:

- *Optional Task 1. Pedestrian Wind Tunnel Study.* A scale replica of the project site and surroundings within a 1600-foot radius, including existing buildings, will be constructed and tested in a wind tunnel to simulate the winds approaching and interacting with the project site. Proposed wind test sensor placements around the project site will be provided to the City for review and comment prior to testing. Data describing the speed, direction, and frequency of wind occurrence at Metropolitan Oakland International Airport between 1982 and 2012 will be used. Results assessing three different scenarios: 1) existing conditions, 2) existing plus project, and 3) cumulative plus project will be assessed against the City of Oakland’s pedestrian wind comfort and hazard criteria and presented in a technical report.
- *Optional Task 2. Mitigation Testing.* In the event the wind tunnel study shows severe exceedances of wind criteria at any of the wind sensors, RWDI will conduct additional testing to develop specific design recommendations for mitigating the wind impacts.

B. Air Quality (BASELINE)

In accordance with the Bay Area Air Quality Management District’s (BAAQMD’s) CEQA Air Quality Guidelines, Baseline will evaluate the potential air quality impacts associated with implementation of the project. The two primary air quality concerns will likely be related to the emissions of criteria air pollutants from project construction and operation, and the exposure of future residents to emissions of diesel particulate matter (DPM) from backup diesel generators during project operation and other existing and foreseeable stationary

and mobile sources. Because the proposed building would be eight stories high, it is conservatively assumed that elevators and backup diesel generators would be required on the buildings under California Building Code 1007.2.1. Health risks associated with DPM emissions will be assessed based on air dispersion modeling and the BAAQMD's online air quality analysis tools. Emissions of criteria air pollutants during project construction and operation will also be estimated using the most current version of the California Emissions Estimator Model (CalEEMod). It is assumed that the average daily traffic volumes on roadways near the project and the net increase in daily vehicle trips generated by the project will be provided by the traffic consultant. The project's estimated pollutant emissions and associated health risks will be compared to the BAAQMD's recommended thresholds of significance. The City of Emeryville's General Plan policies and SCAs will be considered to determine if the project would result in any significant impacts. If the adherence to the SCAs is not sufficient to ensure the air quality impacts of the project are less than significant, Baseline will prepare mitigation measures to reduce any significant air quality impacts to a less-than-significant level, if feasible.

C. Geology, Soils, and Seismicity (BASELINE)

The project site is located in a seismically active region, and a significant seismic event on a nearby or regional active fault could cause strong ground shaking in the project vicinity and is considered likely to occur during the life of the project. The project site is located in a liquefaction hazard zone as mapped by the California Geologic Survey. Baseline will assess potential impacts related to geology, soils, and seismicity that may result under development of the proposed project. Available geotechnical, seismic, and soil reports will be reviewed to describe existing conditions on the project site. Existing laws and regulations related to geology, soils, and seismicity that are applicable to the project will be discussed.

D. Energy and Greenhouse Gas Emissions (BASELINE)

In accordance with BAAQMD's CEQA Air Quality Guidelines, Baseline will quantify greenhouse gas (GHG) emissions from construction and operation of the project using the most current version of CalEEMod. It is assumed that the average daily traffic volumes on roadways near the project and the net increase in daily vehicle trips generated by the project will be provided by the traffic consultant. If an emergency diesel generator is included in the project, Baseline will also estimate the GHG emissions of the emergency diesel generator. The project's estimated GHG emissions will be compared to the BAAQMD's recommended thresholds of significance after applying the CEQA streamlining provisions under Senate Bill 375 to determine if the project would result in any significant impacts. The project's estimated GHG emissions will also be evaluated using the GHG reduction goals for years 2030 and 2050 in the City of Emeryville's Climate Action Plan, updated in 2016. In addition, Baseline will determine the significance of impacts related to the project's consistency with the applicable plans and regulations, such as the BAAQMD 2017 Clean Air Plan and the City's Climate Action Plan.

E. Hazards and Hazardous Materials (BASELINE)

The project site is located in a historically industrial area where the shallow subsurface consists of potentially contaminated fill that was historically placed in San Francisco Bay. Hazardous materials releases have been documented at several properties surrounding the Site. Baseline will review a Phase I Environmental Site Assessment (ESA) completed for the project site, if available. If a Phase I ESA is not available, Baseline will review soil and groundwater investigation reports for surrounding properties to evaluate whether there would be potential impacts related to the project due to past releases of hazardous materials to the environment. Baseline will review the relevant environmental reports for CEQA adequacy and conformance to industry standards (this does not include a detailed “third-party” review of the environmental documents). If we identify issues of concern (e.g., outdated analysis or data gaps), a process for prompt resolution will be collaboratively developed. This resolution may indicate that 1) additional soil, soil gas, and/or groundwater testing needs to be conducted; 2) the report(s) need to be updated/modified; or 3) that a significant impact exists and mitigation is needed to resolve the issue.

Other hazardous materials issues related to the project include the potential for hazardous building materials to be released into the environment during demolition activities, and the use of hazardous materials during the construction period which could expose workers and the environment to hazardous materials. The existing regulatory framework for hazards and hazardous materials that are applicable to the project will be described.

F. Hydrology and Water Quality (BASELINE)

The project site is not located within a 100-year flood zone as mapped by the Federal Emergency Management Agency. Construction of the proposed project would disturb soils, resulting in the potential for erosion and sedimentation, and would involve the use of hazardous materials, such as fuels, paints, and solvents, which, if handled improperly, could degrade stormwater runoff quality. Baseline will analyze potential impacts related to hydrology and water quality that may result under development of the proposed project. The primary hydrology and water quality issue that will be analyzed is the proposed project’s potential impacts related to stormwater runoff. The existing regulatory framework for stormwater management, including construction-period and post-construction requirements that are applicable to the proposed project, will be described.

G. Noise and Vibration (BASELINE)

Baseline will conduct a noise analysis evaluating the potential noise and vibration impacts associated with implementation of the project. This scope assumes that noise measurements will not be needed. Rather, the ambient noise environment will be characterized using noise contours from the City of Emeryville General Plan Chapter 6 Conservation, Safety, and Noise. The primary source of noise in the project vicinity is traffic noise from Interstate 80, and Union Pacific Railroad and Amtrak train activity. The nearest receptors are commercial buildings to the north, south, and west of the project site, and the

Hyatt House hotel to the east of the project site. Baseline will evaluate the potential for construction-generated noise and vibration to impact nearby receptors. In addition, Baseline will estimate project-generated traffic noise and cumulative traffic noise to determine whether the project would cause or contribute to a significant increase in traffic noise levels along local roadways. Baseline will also evaluate the compatibility of the proposed land uses with the existing noise environment.

H. Cultural and Tribal Cultural Resources (LSA)

The City of Emeryville General Plan EIR prepared in 2009 does not identify any historic buildings on or near the project site, but other EIRs prepared for projects in the vicinity (Marketplace 2007 EIR, Sherwin-Williams 2016 EIR) have indicated that the project area may have prehistoric archeological sensitivity. Qualified staff with LSA will prepare the Cultural Resources section. The description and analysis presented will be based on background research conducted at regional archives and published literature available at LSA's Point Richmond office and through online sources. Due to the existing development on the project site, it is assumed that native sediments are not visible on the property and an archaeological survey will not be done. The scope of work also assumes that there are no cultural resources at the project site that will require recordation or evaluation.

LSA will conduct background research of the project site. The research will consist of (1) a records search at the Northwest Information Center at Sonoma State University to identify previously recorded cultural resources within, and cultural resource studies of, the project site; (2) a review of the Native American Heritage Commission Sacred Lands File to identify sites of Native American concern in or adjacent to the project site; and (3) a review of relevant archaeological, ethnographic, historical, and geological literature to identify the potential for cultural resources at the project site. As appropriate, LSA will develop mitigation measures to avoid or to reduce the severity of significant impacts on historical, cultural, and tribal cultural resources.

During the project initiation phase, the project's compliance with Assembly Bill (AB) 52 will be discussed. The fee included in this scope of work assumes that the City will undertake tribal consultation responsibilities and that LSA will summarize the results of this consultation in the Tribal Cultural Resources section. If requested, and for an additional fee, LSA can facilitate the City's consultation efforts with Native American tribes, which could include drafting an AB 52 consultation letter for use on City letterhead and attending consultation meetings.

- *Optional Contingency.* Due to the proximity of the Emeryville Shellmound and potential for public controversy, an optional contingency is included for additional documentation or outreach that may be needed, excluding archaeological testing.

I. Transportation and Traffic (Fehr & Peers)

Urban Planning Partners will prepare the discussion in the initial study based on a transportation assessment for the project which will be prepared by Fehr & Peers. Specific subtasks are described below.

- a) **Data Collection:** Fehr & Peers will conduct a site visit to identify the transportation amenities in the area, including presence and size of pedestrian, bicycle, and transit facilities within one block of the site. This task will consider the block bound by Shellmound Way, Christie Avenue, 59th Street, and Shellmound Street. Fehr & Peers will collect evening (4:00-6:00 PM) peak period driveway counts at the project driveways on Shellmound Way and Christie Avenue. To support the transportation assessment of the adjacent Onni Christie project, Fehr & Peers collected evening peak period multi-modal intersection counts including a separate count of automobiles, trucks, pedestrians, and bicyclists at the following intersections in June 2019:

1. 59th Street at Christie Avenue
2. Shellmound Way at Christie Avenue
3. Shellmound Way at Shellmound Street
4. Powell Street at Christie Avenue
5. Shellmound Street at Project driveway
6. Shellmound Street at mid-block crossing
7. Shellmound Street at Amtrak driveway

During the data collection period, Fehr & Peers observed intersection operations, including vehicle queues, sample driver behavior, sample pedestrian and bicyclist behavior, and confirmed lane geometries. To ensure consistency between the two project analyses, Fehr & Peers will use this already-collected data for these study intersections.

- b) **Trip Generation:** Methods commonly used by traffic engineers to estimate vehicle trips from development can overestimate the trip generating potential of infill development such as the project. The Institute of Transportation Engineers (ITE) Trip Generation Handbook does not adequately account for planning principles such as development density and scale, location efficiency, land use mix, urban design and transit orientation. Fehr & Peers proposes to use a trip generation model that pivots from ITE trip rates, but takes into account density, diversity, design, destination accessibility, transit proximity, and scale of development to a project's trip generation.

The estimate will account for trips generated by existing site uses that would be eliminated. Project trips will be assigned to the roadway network based on the location of complementary land uses and existing travel patterns in the area.

- c) Intersection Analysis: The trips expected to be generated by the project will be added to the existing peak hour traffic volumes (weekday PM periods) at the study intersections. Intersection operations will be evaluated for the following scenarios:
- Existing – based on existing traffic counts and the existing roadway system
 - Existing with Project – existing conditions, plus the addition of project traffic, considering the potential for increased pedestrian and bicycle travel through the intersections

Based on the analysis results, Fehr & Peers may recommend improvements to maintain/improve mobility for all modes of travel through the area.

- d) Site Access and Circulation: Fehr & Peers will conduct a site access and circulation assessment to ensure safe and efficient circulation of vehicles, bicycles and pedestrians around and adjacent to the project site, including:
- Site access and interface with roadway network
 - Emergency vehicle access and circulation
 - Vehicular circulation within the garage
 - Pedestrian access and circulation within and adjacent to the site
 - Bicycle access and circulation within and adjacent to the site
 - Transit access adjacent to the site
 - Pedestrian access to and from transit stops
 - Parking supply in comparison to City Code requirements and projected demand, including the potential for parking demand spillover to adjacent streets
- e) Vehicle Miles of Travel (SB 743): Fehr & Peers will conduct a screening level analysis consistent with SB 743. Residential, retail, office and mixed-use projects within a half-mile of an existing major transit stop, with a floor-area-ratio greater than 0.75, reduced parking supplies, and land uses consistent with sustainable communities strategies are considered to have a less-than-significant VMT impact. Based on the initial project information, it is expected to have a less-than-significant VMT impact and no detailed assessment would be required; however, Fehr & Peers will prepare a full VMT assessment for informational purposes.
- f) Transportation Demand Management Plan: Fehr & Peers will develop a list of transportation demand management (TDM) strategies that could be incorporated into the project. Some TDM elements would be appropriate for inclusion into the site design, such as bicycle and pedestrian facilities, while other elements would be on-going, such as providing transit information to future residents.
- g) Consistency with Plans and Prior Studies: The project's consistency with adopted City Plans, including the General Plan and Bicycle and Pedestrian plan will be evaluated,

including the proposed General Plan amendment to maintain the existing location of Shellmound Way.

The transportation assessment for the adjacent Onni Christie project will also be reviewed to ensure consistency between the two studies, and the 58Fifty Shellmound Residential project's trip generation will be used to calculate a "fair share" of potential transportation system improvements identified in the Onni Christie study.

h) Transportation Analysis Memorandum: Fehr & Peers will prepare the following deliverables:

- Administrative Draft Transportation Analysis Memorandum
- Draft Transportation Analysis Memorandum
- Final Transportation Analysis Memorandum
- Draft CEQA Addendum/Exemption Section
- Final CEQA Addendum/Exemption Section

If a significant impact is identified, Fehr and Peers will identify applicable Emeryville SCAs and/or develop mitigation measures, as needed, to reduce any identified impacts to a less-than-significant level, if feasible. Fehr and Peers will also determine if the project is consistent with the findings of the General Plan EIR, or whether more severe or new impacts would result.

- *Optional Task 1: Cumulative Intersection Analysis*. In conjunction with Task C, if the City desires, the study intersections can be evaluated under cumulative conditions, both without and with the project, such that the analysis results can be compared to the General Plan EIR level of service results.

J. Other Topics

Urban Planning Partners will provide brief responses to the topics listed below: A specific discussion of how the project-specific impacts relate to the findings of the General Plan EIR (impacts and mitigation measures) will be provided.

- Biological Resources
- Land Use and Planning
- Population and Housing
- Public Services
- Recreation
- Utilities

No new impacts are anticipated; however, if a significant impact is identified, Urban Planning Partners will identify applicable Emeryville SCAs and or/develop mitigation measures, as needed to reduce any identified impacts to a less-than-significant level.

TASK 3. ENVIRONMENTAL DOCUMENT AND MITIGATION MONITORING AND REPORTING PROGRAM

If the findings from Task 2 support preparing an exemption and/or addendum, Urban Planning Partners will proceed with drafting and finalizing a CEQA document. The document will provide the necessary findings for a qualified infill exemption and/or the analysis to support an addendum to the General Plan EIR and, as applicable. Additionally, any technical or modeling data to support the analysis completed in the tasks above will be included in an appendix.

As part of preparing this document, we will complete the following tasks.

A. Administrative Draft Document

The information developed in Tasks 1 and 2 will be organized into an Administrative Draft CEQA document. Figures will be provided to illustrate the project site and the proposed project. One (1) hard copy and a digital copy of the Administrative Draft will be submitted to the City for review and comment.

Urban Planning Partners will be responsible for reviewing recent environmental documents (complete and/or in process) to make certain that approaches, assumptions, methodologies and impact conclusions for the project are consistent with other environmental documents.

B. Screencheck Draft Document

Urban Planning Partners will amend the Administrative Draft Document based on a single set of consolidated non-contradictory comments provided by the City. A digital “screencheck” will be provided to the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

C. CEQA Document

Urban Planning Partners will finalize the CEQA document, incorporating any revisions to the Screencheck Draft. Our budget assumes publication of 25 copies and does not assume preparation of noticing to the State Clearinghouse or other stakeholders. Required public notices can be prepared and submitted by Urban Planning Partners, if requested by City staff, on a time-and-materials basis.

D. MMRP

If needed, a Mitigation Monitoring and Reporting Program (MMRP) that incorporates any required mitigation measures (and if desired, SCAs needed to mitigate impacts) will be prepared. The MMRP will identify responsibility for implementing and monitoring each SCA and mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. A checklist will be prepared listing these items and providing a

column for verification of compliance. Up to two drafts will be prepared in response to City comments.

TASK 4. PROJECT MANAGEMENT

Urban Planning Partners will undertake a variety of general project management tasks throughout the CEQA review process. Lynette Dias will provide input on and monitor the scope, budget, and scheduling of the project. Lynette will also be available for consultation on environmental review procedural matters and strategy, and will attend key meetings. Claire Feeney will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract management; attendance at meetings/hearings; assistance to team members; schedule coordination; and development of products.

TASK 5. MEETINGS AND PUBLIC HEARINGS

Urban Planning Partners will be available throughout the environmental documentation preparation period to meet with City staff and other involved agencies (if any) to gather information, review progress and preliminary findings, and discuss comments and concerns about the project. The cost estimate includes attendance by Urban Planning Partners at up to two public hearings and a reasonable number of conference calls and three meetings with staff. Fehr & Peers will attend one meeting through the course of this project.

OPTION 2: PREPARE AN ENVIRONMENTAL IMPACT REPORT

If the analysis prepared as part of Option 1 indicates that the project would result in significant unavoidable environmental impacts that were not analyzed in the Emeryville General Plan EIR, or the project is otherwise not eligible for an Exemption or an Addendum, Urban Planning Partners will prepare an EIR. It is anticipated that most or all of the tasks covered under Option 1 will also be needed under Option 2, and we will use the research and analysis conducted as part of Option 1 to prepare the EIR. Therefore, the scope below only lists the additional EIR-specific tasks that would be required, and the budget in Table 5 encompasses the budget under Option 1 as well as the additional level of effort needed for an EIR, as outlined below.

- *Notice of Preparation.* Urban Planning Partners will prepare a Notice of Preparation requesting comments from agencies and members of the public with an interest in the project. Up to three drafts will be prepared in response to City comments.
- *Scoping Meeting.* Urban Planning Partners will attend one public scoping session before the Planning Commission. After the meeting, Urban Planning Partners will summarize and review all public comments and identify any changes required in the work program (see Task 1D below). We will ensure that each substantive comment received, including written and verbal, related to the scope of the EIR is addressed in the EIR. A summary of

key issues and how they are addressed will be included in the EIR.

- *Project Description.* Urban Planning Partners will prepare a more detailed Project Description, as appropriate for an EIR, which will include a discussion of key characteristics of the project site and vicinity, project objectives, details of the proposed project, the approval process, and the anticipated development schedule.
- *Setting, Impacts, and Mitigation Measures.* Urban Planning Partners will include a description of the existing setting relevant to the proposed project including regulatory setting, as required for an EIR, and analyze the project's physical impacts for all the substantive topics: Aesthetics, Wind, and Shadow; Air Quality; Geology, Soils, and Seismicity; Cultural Resources; Energy and GHG Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Land Use Planning; Noise and Vibration; and Transportation and Traffic.

For the other topics—Biological Resources, Population and Housing, Public Services, Recreation, and Utilities—we anticipate that the discussion can be provided in one 'Effects Found Not to be Significant' chapter and the level will be similar to that described under Option 1.

- *Cumulative Analysis, Alternatives, and CEQA-Required Assessment Conclusions.* These sections of the EIR will address the impacts of the project in conjunction with other planned projects, the impacts of project alternatives, and other analyses required by CEQA, including growth-inducement.
- *Draft EIR.* All of the information listed above will be compiled into a Draft EIR. Urban Planning Partners will prepare one administrative draft EIR (10 hard copies), a screencheck draft EIR (3 hard copies), and a public review Draft EIR. We will provide up to thirty (30) hard copies of the public review Draft EIR and two (2) hard copies of the Appendices to the City for distribution. We will also provide digital files to the City for posting on the City website. Urban Planning Partners will provide drafts of the Notice of Availability (NOA) and Notice of Completion (NOC) and submit the Draft EIR and NOA and NOC to the State Clearinghouse and provide certificate of mailing/delivery to the City. It is assumed that the City will take responsibility for publishing/circulating all required notices and documents as desired by staff.
- *Response to Comments Document.* Immediately following the completion of the 45-day public review period, Urban Planning Partners will meet with City staff to discuss any comments received during the public review period and the approach to take in responding to the comments. Urban Planning Partners will incorporate public and/or agency comments received on the Draft EIR and the responses to these comments (as appropriate) into one final document for publication and distribution.

Urban Planning Partners will prepare one administrative draft of the RTC document (10 hard copies), a screencheck draft RTC (3 hard copies), and a final draft RTC. We will provide up to thirty (30) hard copies of the final RTC and two (2) hard copies of the Appendices to the City for distribution. We will also provide digital files to the City for posting on the City website. Urban Planning Partners will provide the Notice of Availability (NOA).

Our budget estimate in Table 5 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by anti-redevelopment advocates or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget to cover work beyond the assumed level would be needed.

- *Additional Team Meetings and Public Hearings.* Option 1 includes two public hearings and three meetings with staff and the project team. Due to the greater level of effort and longer schedule required for an EIR, this subtask under Option 2 includes additional staff meetings, for a total of 15. This will allow for 1 to 2 meetings per month. Claire will attend each meeting and Lynette and Brandon will attend up to 10 meetings.

Meetings will include the following:

- Meeting to review Project Scope (after review/comment on draft scope of work)
- Meeting after Planning Commission Scoping Session
- Meeting for each round of comments on administrative and screencheck drafts of the EIR (total of two)
- Meeting after Planning Commission Draft EIR hearing
- Meeting for each round of comments on administrative and screencheck drafts of the Final EIR (total of two)

In addition, this subtask includes the preparation of an Urban Planning Partners presentation for each of the two public hearings.

- *Administrative Record.* Urban Planning Partners will compile and organize the EIR portion of the Administrative Record. The record will include all referenced technical reports and will be transmitted to the City in a format consistent with the City's standard for Administrative Records. The record will be kept current and will be provided to the City at key milestones.

3. TIMELINE

Table 2 provides a proposed schedule for Option 1, preparation of an Addendum/Exemption. The Addendum/Exemption could be ready for approval as early as 17 weeks following the notice to proceed.

Table 2: Proposed Schedule, Option 1

Milestone	Responsible Party	Weeks to Complete	Cumulative Weeks
Authorization to Proceed	City	--	--
Prepare Administrative Draft Addendum/Exemption	UPP Team	10	10
Review Administrative Draft	City	2	12
Prepare Screencheck Draft Addendum/Exemption	UPP Team	2	14
Review Screencheck Draft	City	2	16
Prepare Final Addendum/Exemption	UPP Team	1	17

Table 3 provides a proposed schedule for Option 2, the preparation of an EIR.

Table 3: Proposed Schedule, Option 2

Milestone	Responsible Party	Weeks to Complete	Cumulative Weeks
Authorization to Proceed	City	--	--
Prepare Administrative Draft EIR	UPP Team	12	12
Review of Administrative Draft EIR	City	3	15
Prepare Screencheck Draft EIR	UPP Team	3	18
Review Screencheck Draft EIR	City	2	20
Prepare Public Review Draft EIR	UPP Team	1	21
Public Review Period	--	6.5	27.5
Prepare Administrative Draft RTC	UPP Team	3	30.5
Review of Administrative Draft RTC	City	3	33.5
Prepare Screencheck Draft RTC	UPP Team	2	35.5
Review Screencheck Draft RTC	City	2	37.5
Final RTC	UPP Team	0.5	38
<i>Earliest timeline for FEIR adoption</i>	City	--	<i>38 weeks</i>

4. BUDGET

For completion of the scope of work for Option 1 discussed above, Urban Planning Partners proposes a total budget of **\$131,397**. If all the optional tasks—Fehr and Peers’ cumulative intersection analysis, LSA’s contingency, RWDI’s wind tunnel study and mitigation testing, as well as an additional 10% contingency—are used, the total budget amounts to **\$193,991**. Table 4 (attached) provides a detailed budget estimate.

For completion of the scope of work for Option 2, Urban Planning Partners proposes a total budget of **\$230,379** (\$302,871 including the optional tasks). Table 5 provides a detailed budget estimate.

We will only use the budget designated for the optional tasks upon receiving written or email authorization from the City. Similarly, we will only engage in the EIR tasks under Option 2 with express authorization from the City to proceed with an EIR.



EXHIBIT B
Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **URBAN PLANNING PARTNERS, 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

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.
- General Liability (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**
\$2,000,000.00 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:

- 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; 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.

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.

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. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 790 E Colorado Blvd, #460 Pasadena, CA 91101 License #0020739	CONTACT NAME: Marie Swaney PHONE (A/C. No. Ext): 626 844-3070 E-MAIL ADDRESS: mswaney@dealeyrenton.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED Urban Planning Partners, Inc. 388 17th St, #230 Oakland, CA 94612 510 251-8210	INSURER A: Travelers Property Casualty Co of Ameri		NAIC # 25674
	INSURER B: XL Specialty Insurance Co.		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1946780517

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6806H278464	10/23/2018	10/23/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA1486P758	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP1925P274	10/23/2018	10/23/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB9J78309A	1/21/2019	1/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPS9918896	10/23/2018	10/23/2019	\$2,000,000 \$2,000,000 Per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability. AM Best's Rating for the above policy is A/XII or greater.
 RE: ONNI Christie Mixed-Use Proj -- City of Emeryville, its officials, employees, agents and volunteers are named as additional insured as respects general and auto liability for claims arising from the operations of the named insured as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice**

City of Emeryville 1333 Park Ave. Emeryville CA 94608	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: UB9J78309A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

RE: ONNI Christie Mixed-Use Proj -- City of Emeryville, its officials, employees, agents and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6806H278464

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 1/17/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.