

**RESOLUTION NO. 22-\_\_**

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Professional Services Contract With Urban Planning Partners (UPP) In An Amount Not To Exceed \$315,234 For Preparation Of A California Environmental Quality Act (CEQA) Compliant Environmental Document For The 5801 Christie Avenue Mixed Use Project Located At 5801 and 5681 Christie Avenue And Appropriating \$215,234 In Expenditures To Division 1725, "Planning Reimbursables", Account 80050, Professional Services, And Adding \$130,860 In Revenues To Account 58760, Planning Reimbursements**

**WHEREAS**, the City desires to have a California Environmental Quality Act (CEQA) compliant environmental document prepared for the proposed 5801 Christie Avenue Mixed Use Project at 5801-5861 Christie Avenue ("Project"); and

**WHEREAS**, the City finds that specialized knowledge, skills, and training are necessary to render the services contemplated under this Contract; and

**WHEREAS**, Urban Planning Partners (UPP) submitted a scope of work for preparation of a CEQA compliant environmental document for the Project on July 29, 2022; and

**WHEREAS**, the City has determined that UPP is qualified by training and experience to render such services, and the City wishes to retain UPP to provide these services; and

**WHEREAS**, the public interest will be served by this Contract; and

**WHEREAS**, it is necessary to amend the fiscal year 2022-23 budget by appropriating \$215,234 in expenditures to Division 1725, "Planning Reimbursables", Account 80050, Professional Services, and adding \$130,860 in revenues to Account 58760, Planning Reimbursements to cover the cost of this contract; now, therefore, be it

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Professional Services Contract with Urban Planning Partners, Inc. in the form attached hereto as Exhibit A, for an amount not to exceed \$315,234; and be it further

**RESOLVED**, that the City Council of the City of Emeryville hereby amends the fiscal year 2022-23 budget by appropriating \$215,234 in expenditures to Division 1725, "Planning Reimbursables", Account 80050, Professional Services, and adding \$130,860 in revenues to Account 58760, Planning Reimbursements.

Resolution 22-\_\_\_\_  
UPP Contract for 5801 Christie Avenue Mixed Use Project  
City Council Meeting | September 20, 2022  
Page 2 of 2

**ADOPTED** by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 20, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

*John Kennedy*

2C934D02DB55467...

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is effective as of \_\_\_\_\_ (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 **UD22-1 5801 Christie Ave Mixed-Use Project EIR**; and

**WHEREAS**, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

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

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

**WHEREAS**, the public interest will be served by this Contract; and

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

### 1. SCOPE OF SERVICES AND TERMINATION DATE

#### 1.1 Project Description

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

#### 1.2 Services

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

#### 1.3 Schedule and Completion Date

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

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

## **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 & FIFTEEN THOUSAND, TWO HUNDRED & THIRTY-FOUR DOLLARS AND NO CENTS (\$315,234.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

## **4. COVENANTS OF CONTRACTOR**

### **4.1 *Assignment of Contract***

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

### **4.2 *Responsibility of Contractor and Indemnification of City***

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

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

### **4.3 *Independent Contractor***

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

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

#### **4.4 Insurance**

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

#### **4.5 Records, Reports and Audits**

##### **4.5.1 Records**

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

##### **4.5.2 Reports and Information**

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

##### **4.5.3 Audits and Inspections**

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

#### **4.6 Conflicts of Interest**

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

#### **4.7 Confidentiality**

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

#### **4.8 Discrimination Prohibited**

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

#### **4.9 Licenses, Certifications and Permits**

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

#### **4.10 Key Personnel**

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



#### **4.11 Authority to Contract**

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

#### **4.12 Ownership of Work**

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

#### **4.13 City Labor Requirements**

##### **4.13.1 Compliance**

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

##### **4.13.2 Applicability**

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

##### **4.13.3 Non-Compliance**

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



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

#### **4.13.4 Living Wage**

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$17.48 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

#### **4.13.5 Minimum Wage and Paid Sick Leave**

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

### **4.14 *California Labor Requirements***

#### **4.14.1 Prevailing Wage Requirements**

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

#### 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.

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

- 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** for the City and **Lynette Dias** for the Contractor:

<b>CITY</b>	<b>CONTRACTOR</b>
Miroo Desai, Principal Planner Phone No: 510-596-3785 E-Mail : mdesai@emeryville.org	Lynette Dias, Principal Urban Planning Partners Phone No: 510.251.8210 E-Mail : ldias@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:

<b>CITY</b>	<b>CONTRACTOR</b>
Charles Bryant, Community Services Director, 1333 Park Avenue Emeryville, California 94608 Phone No: 510.596.4631 E-Mail : cbryant@emeryville.org  <i>with a copy to:</i> Miroo Desai, Principal Planner 1333 Park Avenue Emeryville, California 94608 Phone No: 510.596.3785 E-Mail : mdesai@emeryville.org	Lynette Dias, Principal Urban Planning Partners 388 17 <sup>th</sup> Street, Suite 230 Oakland, CA 94612 Phone No: 510.251.8210 E-Mail : ldias@up-partners.com

## **13. COUNTERPARTS**

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

## **14. NO THIRD-PARTY BENEFICIARIES**

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

## **15. NON-EXCLUSIVITY**

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

## **16. ASSIGNMENT OR TRANSFER**

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

## **17. WAIVER**

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

## **18. OTHER REQUIREMENTS**

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:  
DocuSigned by:  
*Christie Crowl, as Interim*  
5F6E58613741458...  
City Attorney

Dated: CITY OF EMERYVILLE

\_\_\_\_\_  
Christine S. Daniel, City Manager

Dated: URBAN PLANNING PARTNERS, INC.

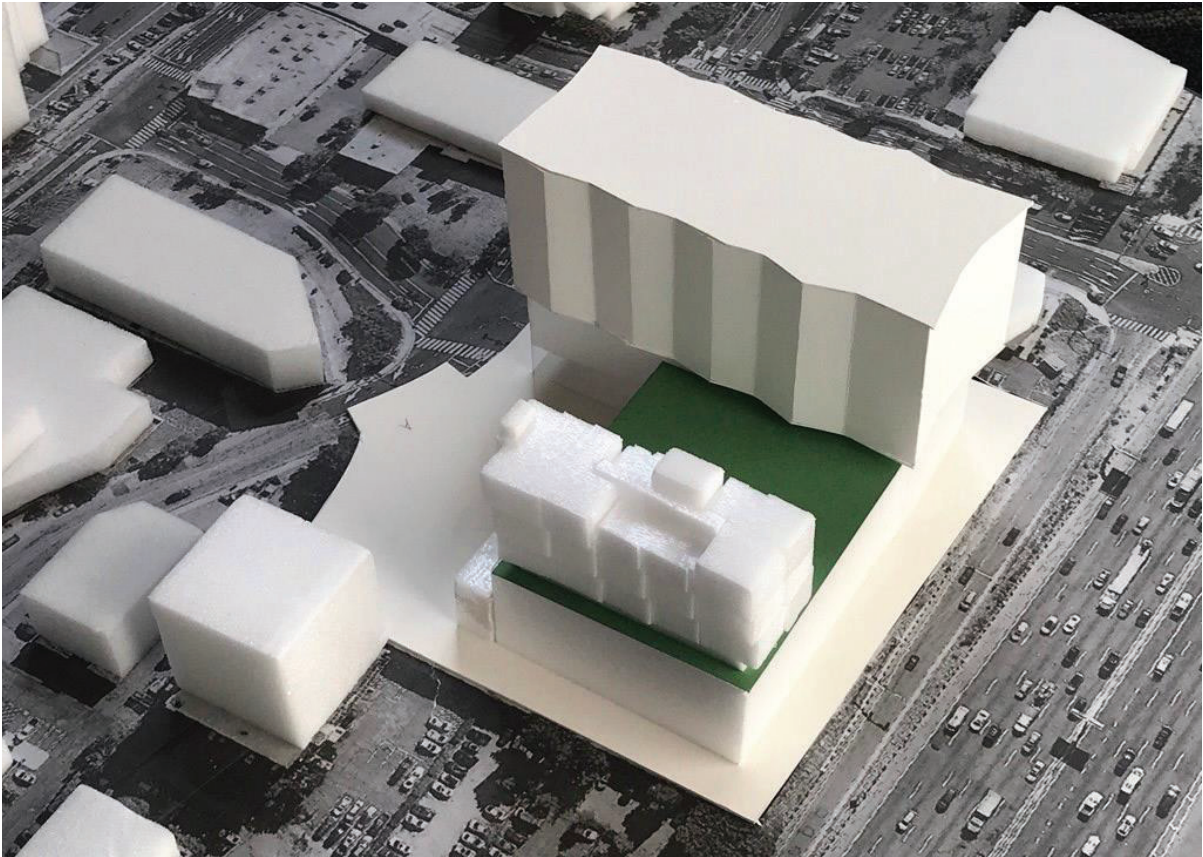
08/22/2022  
\_\_\_\_\_  
*Lynette Dias*  
10EB8B1627D84E5... (Signature)  
LYNETTE DIAS, PRINCIPAL

Attach: W-9 Form	Attach: Business License Certificate



## PROPOSAL FOR SERVICES

# 5801 CHRISTIE AVENUE MIXED-USE PROJECT ENVIRONMENTAL REVIEW SERVICES



Submitted to:

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

July 29, 2022





PROPOSAL FOR SERVICES

**5801 CHRISTIE AVENUE MIXED-USE PROJECT**  
**ENVIRONMENTAL REVIEW SERVICES**

Submitted to:

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

Revised on July 29, 2022

Prepared by:

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

URBAN  
PLANNING  
PARTNERS  
INC.







388 17<sup>TH</sup> STREET  
SUITE 230  
OAKLAND, CA 94612  
510.251.8210  
WWW.UP-PARTNERS.COM

Revised on July 29, 2022

City of Emeryville  
1333 Park Avenue, Emeryville, CA

Re: Revised 5801 Christie Avenue Mixed Use Project Proposal for Oxford Development

Dear Miroo:

Urban Planning Partners, Inc. is pleased to submit the attached Scope of Work for environmental review services for the 5801 Christie Avenue Mixed-Use Project. Our interests and qualifications are briefly highlighted below.

We regularly hear from our clients that they can count on us for honesty and practical guidance and that we get the job done. Our team will work collaboratively with the City and facilitate decision-making. We are selective about the clients that we take on and believe that this assignment in Emeryville fits our portfolio. We look forward to working with the City.

Sincerely,  
URBAN PLANNING PARTNERS, INC.

A handwritten signature in black ink, appearing to read 'Lynette Dias', with a stylized flourish at the end.

Lynette Dias  
President





TABLE OF CONTENTS

1. INTRODUCTION & PROJECT UNDERSTANDING .....1  
Table 1 5801 Christie Avenue Mixed-Use Project Details..... 2

2. QUALIFICATIONS & EXPERIENCE ..... 4

3. APPROACH & SCOPE OF WORK ..... 8  
Table 2 Work Program Summary ..... 11

4. TIMELINE ..... 28  
Table 3 Proposed Timeline..... 28

5. ESTIMATED FEE .....30  
Table 4 Preliminary Fee Estimate.....32



# 1. INTRODUCTION & PROJECT UNDERSTANDING

Urban Planning Partners, Inc. (Urban Planning Partners) is pleased to submit this revised proposal to the City of Emeryville to prepare a Scope of Work for environmental review services. This section describes our understanding of the project, introduces our team, and highlights our key strengths and service areas. Qualifications for Urban Planning Partners are provided in Section 2 and our recommended scope of work, timeline, and estimated fee for preparing the environmental review and associated documents are provided in Sections 3, 4, and 5, respectively.

## PROJECT UNDERSTANDING

The project site consists of two parcels (APN 49-1494-3-2 and 49-1494-4-8) totaling approximately 3.76 acres and is developed with two buildings used primarily as office and commercial space. The site is bounded by Christie Avenue on the east and Interstate 80 on the west. Denny's restaurant and 76 Gas Station are located on adjacent parcels south of the property; an office building and parking for the Pacific Park Plaza condominium tower are located on the north. The project would demolish the two existing buildings that includes the one-story, approximately 44,000 square-foot building that was formerly occupied by Allegro Ballroom and other commercial tenants and the 87,410 square-foot office building occupied by Wells Fargo Bank, and construction of three new buildings and a new half-acre park. The project would construct 94 rental residential units, approximately 430,000 square feet of Research and Development (R&D) and office space and a parking structure accommodating approximately 566 parking spaces. The project includes four main elements:

- **Residential Tower:** The residential tower would be located atop the parking garage and would thus be 160-feet-tall (with inclusion of garage podium height) and consist of 9 stories. The ground floor would also include a co-working/lounge space, lobby, and leasing office, as well as other amenities including fitness center and multipurpose spaces. The tower would include a total of 94 units with a mix of studio, one-bedroom, two-bedroom, and three-bedroom units across approximately 110,000 square feet. It's anticipated that the project would provide a minimum of 17 affordable units.
- **R&D Office Tower:** The research and development/office tower would be 230-feet-tall and consist of 12 stories. The ground floor would include a grand lobby area with high ceilings.
- **Parking Garage:** The parking garage would be 77-feet-tall, consist of 7 levels, and provide parking for 566 automobiles for both the residential and R&D/office buildings. The parking garage also would provide a solar array and 26,000 square feet of common open space.
- **Open Space:** The project includes provision of a half-acre of parking along Christie Avenue, including a small stage area with outdoor seating with a separate lawn area intended for other recreational activities.

**TABLE 1 5801 CHRISTIE AVENUE MIXED-USE PROJECT DETAILS**

5801 Christie Ave Project	Units	Residential (sqft)	R&D/Office (sqft)	Height/Stories	Parking Spaces
Residential Tower	94 (17 BMR)	110,000	--	160'/9	--
R&D/Office Tower	--	--	430,000	230'/12	--
Parking Garage	--	--	--	77'/7	566
<b>TOTAL</b>	<b>94</b>	<b>110,000</b>	<b>430,000</b>	<b>n/a</b>	<b>566</b>

Notes: BMR = Below Market Rate; sqft = square feet

## PROJECT TEAM SUMMARY

As prime consultant, Urban Planning Partners will manage the contract for the 5801 Christie Avenue Project, be responsible for the accuracy and quality of all technical documentation, and represent the team at all public hearings. We have assembled the following well-qualified team to prepare the environmental document:

- **Urban Planning Partners, Inc.:** prime consultant, project management, project description, planning policy, aesthetics, land use, biological resources, public services, utilities, and alternatives.
- **Baseline Environmental Consulting:** air quality, greenhouse gas emissions and energy, geological resources, hazards and hazardous materials, hydrology and water quality, and noise and vibration.
- **Fehr & Peers:** transportation
- **Page & Turnbull:** cultural resources

Some of our key strengths and approaches to completing such work are described below.

## OUR KEY STRENGTHS:

We believe that Urban Planning Partners' team key strengths, as follows, will lead to cost-efficient, high quality, and legally defensible products:

- **Complex and Controversial Project Experience.** Many of our projects have been politically challenging and have involved divergent viewpoints from community groups and within responsible agencies. With this experience comes the ability to recognize patterns, foresee potentially challenging issues, and advise clients on the best response given the situation. Our team is experienced in working with attorneys on legally contentious projects and has a proven ability to prepare well-balanced and defensible planning and CEQA documents.
- **Urban Infill Project Experience.** The Principals at Urban Planning Partners have a proven track record of preparing legally defensible CEQA documents for complex and controversial urban infill projects ranging from large mixed-used to small residential developments. These projects have involved challenges that are common and relevant to the proposed project, including public

controversy, historic resources, land use compatibility, planning policy conformance, transportation (all modes), noise, air quality, building height/design, and aesthetic resources. Lynette Dias, who will be directing the project team, has extensive experience in dealing with each of these challenges. Over the past 15 years, the majority of Lynette's practice has focused on managing the environmental review process for significant infill projects, including the Uptown Oakland mixed-use development, which encompassed a 10-block area; the MacArthur BART Transit Village; the Berkeley Central Library Renovation; the Harbor Walk; and the First Street development projects, both within a historic district in Benicia; and the Downtown Martinez Specific Plan.

- **Preparing Defensible EIRs.** Urban Planning Partners' staff has a proven track record of preparing defensible EIRs. We have personally worked on over 250 CEQA documents, many of which have been the subject of significant controversy and threatened litigation. However, in most controversial situations, we have been successful in preparing a document that provides a comprehensive and objective analysis of each area of controversy that allows the debate to focus on the project merits rather than the legal adequacy of the CEQA document or process. Urban Planning Partners is also adept at preparing administrative records for complex project EIRs, similar to the scale of the proposed project, with experience compiling and organizing documents for the Chevron Refinery Modernization Project EIR, BART to Livermore Project EIR, and Eastline at 2100 Telegraph Project EIR.
- **Managing Technical Subconsultants.** As a small firm, Urban Planning Partners is skilled at managing technical subconsultants by providing templates, file sharing platforms, and a style guide (with globals) to create documents that read as "one voice." As a part of our QA/QC process, we also closely review our subconsultants' work to ensure accuracy and responsiveness to city comments.
- **Senior Staff Involvement.** Urban Planning Partners is committed to having senior staff closely involved in projects daily. Our work on the 5801 Christie Avenue Project will be managed by Lynette Dias, Principal. We work collaboratively within our team on every project, assigning both junior and senior staff to any given scope of work. This means the project manager Principal or Manager will be involved on a regular basis with weekly check-ins and day-to-day availability to provide guidance and strategy throughout the project as well as quality assurance.
- **Quality Assurance and Schedules.** We strive for products of impeccable professional quality and technical accuracy. No product goes out the door without discussing issues of concern with City staff and internal Principal-level review. We understand realistic timelines for project deliverables, their review, and revision. We diligently manage projects to ensure that schedules are met, even when drafts are sensitive and require extensive internal review. We know CEQA schedule requirements and take care with CEQA documentation. We stress frequent communication and maintaining shared expectations.

## 2. QUALIFICATIONS & EXPERIENCE

This section highlights Urban Planning Partners' relevant experience for the 5801 Christie Avenue Project. It begins with a brief firm description and key staff qualifications followed by relevant projects for Urban Planning Partners.

### URBAN PLANNING PARTNERS, INC.

Urban Planning Partners is a land use planning firm that was established in 2009. We are a small (15-person staff) firm located in Downtown Oakland and 100-percent woman-owned.

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The firm is led by Lynette Dias, Urban Planning Partners' Founder and President. Lynette has over 30 years of urban and environmental planning experience. She began her career in the public sector in northern and southern California cities, and later transitioned into consulting, where she spent the majority of her career working for public agencies and private developers throughout California.

### OUR MISSION AND VALUES

Our mission is to help create better places in partnership with our clients and the communities in which we work. Our core values are:

- **We care.** We have called the Bay Area home since our founding and love playing a part in shaping some of our favorite places. We take on projects that stir something in us, and it shows.
- **We collaborate.** Projects are stronger when the development process is collaborative. Whether it's working with one another, our subconsultants, or our clients, we believe in joining forces.
- **We reach.** The potential for what we can do, not relying on what we've always done, is what motivates us. Reaching up and preaching out keeps our work innovative, our team engaged, and our approach inclusive.
- **We are real.** We pride ourselves on telling it like it is. Our clients can count on us for honest, practical guidance.

Our key services include planning policy, development services, community engagement, environmental review, contract planning, and grant writing. Trust, objectivity, and insight are the foundations of our work. Our dedication, strong communication skills, and diverse range of experience enable successful partnerships with our clients. We collaborate with our clients and the communities in which we work to achieve approval and implementation of policies and projects that better urban environments.



## KEY SERVICES

An overview of our key services areas is detailed below.

- **Development Services.** Urban Planning Partners provides policy and research assistance to developers, property owners, and interest groups through all stages of the land use approval process. We diligently scope out potential project challenges that we can identify at the onset and quickly respond to challenges that arise throughout the entitlement process. Typical services include mapping out a schedule and strategy for the overall application process, completing application paperwork, coordinating subconsultants, organizing community meetings, and reviewing plans for consistency with local requirements and regulations. We love developing redevelopment/reuse strategies for underutilized properties and buildings.
- **Community Engagement.** We love to, and are successful at, engaging and convening communities with innovative tools and thoughtful/compassionate strategies. From designing and administering online surveys to hosting large community workshops, we utilize innovative practices and methods to capture an appropriate and representative cross-section of stakeholder input. We communicate with and give voice to the communities we serve and strive to find the right balance between the developer and the community's desires, resulting in the approval of projects that achieve our client's objectives and have community support from a representative cross-section of the community, including youth.
- **Policy Planning.** Urban Planning Partners has managed policy documents including specific plans, master plans, housing elements, etc. in a variety of settings with differing jurisdictions. Our experience includes several specific plans utilizing design guidelines and development standards components, including the San Jose Design Guidelines, Irvington BART Station Area Plan for the City of Fremont, Truckee Railyard Master Plan, Macarthur BART Station Area Plan, and the Alameda Point Main Street Specific Plan for the City of Alameda.
- **Environmental Review and Streamlining.** We know the California Environmental Quality Act (CEQA) like few others. Our environmental review services primarily focus on CEQA (and sometimes the National Environmental Policy Act (NEPA)) review for infill and transit-related projects, but the depth and breadth of our experience is significant. At the program and the project level, we focus on defining the project in a way that will maximize the level of CEQA review while also allowing flexibility for the plan or project to evolve. We specialize in finding legally defensible and streamlined CEQA approaches based on each project's unique characteristic.
- **Municipal Planning/Contract Planning Experience.** We deliver cost-efficient solutions to provide short-term staffing assistance, bring technical expertise to special projects, and manage fluctuating workloads. We act as an extension of staff to move projects forward and relieve the demands placed upon cities with limited resources. We offer services in project management, development application review and administration, policy research and analysis, revision of land use and development regulations, development agreement negotiation, and amendments to policy documents. Our contract planning services include both on-site staffing and remote, project-based assignments.

## KEY STAFF

The Urban Planning Partners team for the 5801 Christie Avenue Mixed-Use Project will be directed by **Lynette Dias, Principal**, and **Alexia Rotberg, Associate Planner**. Project managers and dedicated planner(s) for specific projects with the City will be selected depending upon the project's complexity, scope of the assignment, and staff availability and expertise. Brief professional biographies for Lynette and Alexia are provided below.

The assigned Project Manager will coordinate with City staff and the project applicant (if applicable); complete all project work (i.e., prepare environmental review documents); manage other technical subconsultants as needed; and attend and present at public meetings and regularly scheduled coordination meetings with City staff and the project applicant. We are committed to making staff available to meet the needs of the City's desired schedule.

**Lynette Dias, Principal.** Lynette has over 30 years of planning experience working for both public agencies and private landowners and developers and has served as a city contract planner and project manager for many significant public/private partnership development projects. As a result, Lynette is recognized for her solid understanding of both the public and private sides of the development processes, her strengths in working on complex and controversial projects, preparing comprehensive yet easy to understand documents, effectively presenting complex projects and findings to a diverse audience, and identifying and solving project challenges.

Lynette is currently directing the following projects: Downtown Oakland Specific Plan EIR for the City of Oakland and the California College of Arts Oakland Campus Redevelopment EIR. Recently completed projects include the BART to Livermore Project Planning Support and EIR for BART, 725 Harrison Street Environmental Review for the City of San Francisco, and the 2580 Bancroft Infill EIR for the City of Berkeley.

**Alexia Rotberg, Associate Planner.** Alexia offers over five years of experience as an urban planning consultant, working on behalf of private-sector development clients to draft, submit, and process various land use entitlement, and site planning permits necessary to facilitate a variety of development projects. As part of this experience Alexia has worked closely with local government staff and elected officials to facilitate the processing and approval of development projects ranging from single-family residential projects to multi-phased mixed-use redevelopments. Alexia excels at collaborating with project members from diverse backgrounds and skillsets to accomplish common goals and deadlines.

Presently, Alexia is working with the City of Newark as a Contract Planner reviewing a proposed mixed-use redevelopment in the City's historic "Old Town" neighborhood, with the City of Redwood City on a large-scale life sciences/research and development project and is also project manager for the Antioch Housing Element and EIR.

**Support/Other Staff.** Urban Planning Partners is supported by additional planners, graphic artists, word processors, and general administrative support through current professional affiliations and on-call contracting arrangements.

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT

We take great pride in our ability to manage multiple clients and projects simultaneously and completing them on time and on budget while providing high quality service to our clients. Our staff has vast experience in managing complex development projects and environmental review for communities throughout the Bay Area. We are selective about the number and type of clients that we take on so we can be flexible and responsive to the demands of a particular project and staff available to meet the needs of the City's desired schedule.

### 3. APPROACH & SCOPE OF WORK

This section outlines Urban Planning Partners' recommended approach and scope of work for preparing the CEQA analysis for the 5801 Christie Avenue Project (project). Urban Planning Partners will lead the environmental review process, including defining the project for purposes of CEQA, conducting the necessary analysis, preparing the appropriate CEQA document and associated notices, and then publishing and distributing. Our experience includes conducting CEQA analysis at both the program and project level for a variety of project types and sizes including general plan updates, rezonings, specific plans, development regulations, industrial reuse projects, downtown mixed-use redevelopment, research and development complexes, residential annexations, coastal mixed-use development, public buildings, and small residential infill projects.

#### PROJECT APPROACH

Our recommended approach was informed by our review of the available project materials, our knowledge of the planning processes and regulations in the City of Emeryville, and discussions with City staff to assess whether the project would qualify for an exemption or require subsequent environmental review.

The checklist findings will determine if the findings required for one or a combination of the following CEQA exemptions and streamlining provisions are met:

- Community Plan Exemption – Public Resources Code Section 21083.3 (Projects Consistent with a Community Plan or Zoning) and CEQA Guidelines Section 15183 utilizing the City of Emeryville's General Plan EIR. In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:
  - Are peculiar to the project or the parcel on which the project would be located,
  - Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,
  - Are potentially significant impacts and cumulative impact which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
  - Are previously identified significant effects, which as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.
- Qualified Infill Exemption – Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3 (Streamlining for Infill Projects) utilizing the City of Emeryville's General Plan EIR. To be eligible for the streamlining procedures, an infill project must:
  - Be located in an urban area on a site that either has been previously developed or that adjoins existing qualified urban uses on at least seventy-five percent of the site's perimeter. For the purpose of this subdivision "adjoin" means the infill project is

immediately adjacent to qualified urban uses, or is only separated from such uses by an improved public right-of-way;

- Satisfy the performance standards provided in Appendix M of the CEQA Guidelines; and
- Be consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy, except:
  - Only where an infill project is proposed within the boundaries of a metropolitan planning organization for which a sustainable communities strategy or an alternative planning strategy will be, but is not yet, in effect, a residential infill project must have a density of at least 20 units per acre, and a retail or commercial infill project must have a floor area ratio of at least 0.75.
  - Where an infill project is proposed outside of the boundaries of a metropolitan planning organization, the infill project must meet the definition of a small walkable community project in subdivision (f)(5), below.
- Class 32 Exemption—Public Resources Code Section 21083 and 21084 (In-Fill Development Projects) and CEQA Guidelines Section 15332. Class 32 eligible projects must meet the following conditions:
  - The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
  - The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
  - The project site has no value as habitat for endangered, rare or threatened species.
  - Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
  - The site can be adequately served by all required utilities and public services

To demonstrate consistency with the findings of the General Plan EIR, we anticipate that our analysis will rely heavily on implementation measures of existing General Plan policies. For example, completion of a Phase I and/or Phase II ESA, as well as implementation of associated recommendations, will demonstrate consistency with General Plan policies CSN-P-32, CSN-P-33, CSN-P-34, and CSN-P-35, which are identified in the General Plan EIR as reducing impacts related to hazardous materials to a less-than-significant level. If the analysis in the checklist does not support the findings needed for these exemptions, then an EIR may be required.

## SCOPE OF WORK

The following scope of work includes two sequential phases:

1. Project Initiation and Refinement

2. Environmental Topic Analysis
3. CEQA Analysis and Document

An ongoing project management and meetings component that will occur throughout the duration of the project is also included. This component includes general project management, staff and project meetings, and preparation of the administrative record.

A summary of our proposed work program is provided in Table 2. All the tasks necessary to complete the CEQA analysis are detailed in the scope of work.

## PHASE 1: PROJECT INITIATION

The following tasks include initial team meetings/strategy sessions, a site visit, base map preparation, data gathering and evaluation, and the project description.

### TASK 1A. PROJECT INITIATION

The project initiation task for the project will provide an opportunity for the Urban Planning Partners team to collaborate with the City to refine our recommended scope of work and project schedule.

#### 1. Kick-Off Meeting/Site Visit

Urban Planning Partners will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. We will prepare and circulate an agenda for this meeting. Topics for discussion at this meeting will include:

- Team composition and respective roles of consultants and City staff.
- The City's desired approach to involving various City departments during preparation of the CEQA analysis and review of the administrative and screencheck drafts (or portions thereof).
- When and how frequently we should hold standing meetings.
- Current project plans and defining the project for CEQA.
- Project schedule.

As one of the initial steps, Urban Planning Partners will undertake a site visit to observe the project site. Urban Planning Partners staff will identify existing conditions, study area features, and confirm information provided in previous studies. We encourage attendance by City staff and the project applicant at our initial site visit to promote cooperation in discussing observations. This site visit could be combined with the kick-off meeting or held separately.

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT**TABLE 2 WORK PROGRAM SUMMARY**

<b>PHASE 1. PROJECT INITIATION</b>	
<b>TASK 1A. PROJECT INITIATION</b>	
1. Kick-Off Meeting/Site Visit	3. Base Map Preparation
2. Data Gathering and Evaluation	4. Project Description
<b>PHASE 2. ENVIRONMENTAL ANALYSIS</b>	
<b>ENVIRONMENTAL ANALYSIS</b>	
1. Land Use and Planning	8. Energy
2. Aesthetic Resources	9. Hazards and Hazardous Materials
3. Air Quality	10. Hydrology and Water Quality
4. Biological Resources	11. Noise and Vibration
5. Cultural Resources	12. Public Services and Utilities and Service Systems
6. Geology and Soils	13. Transportation
7. Greenhouse Gas Emissions	
<b>PHASE 3. CEQA ANALYSIS AND DOCUMENT*</b>	
<b>TASK 3A. MITIGATION MONITORING AND REPORTING PROGRAM</b>	
<b>TASK 3B. ATTACHMENTS/APPENDICES</b>	
1. Project Consistency with Community Plan Exemption	2. Qualified Infill Performance Standards
	3. Infill Performance Standards
<b>TASK 3C. PREPARE FINAL DETERMINATION</b>	
1. Administrative Draft	
2. Screencheck Draft	
3. Publish Modified Initial Study Checklist	
<b>*TASK 3C. EIR SCOPE OF WORK</b>	
<b>TASK 3D. HEARINGS</b>	
<b>PROJECT MANAGEMENT AND MEETINGS</b>	
<b>STAFF AND PROJECT TEAM MEETINGS</b>	
<b>ADMINISTRATIVE RECORD</b>	
<b>GENERAL PROJECT MANAGEMENT</b>	

*\*This scope assumes the project will qualify for the exemptions and streamlining provisions described above. If it does not, Urban Planning Partners will confer with the City to prepare a subsequent scope of work.*

## 2. Data Gathering

Existing data and analyses applicable to the project will be collected and evaluated in order to gain an understanding of the available information that will be used as part of the environmental review. Urban Planning Partners will review relevant planning policy and CEQA documentation previously prepared for projects within the area and surrounding neighborhoods. Urban Planning Partners will also contact responsible or potentially affected agencies to identify issues for the proposed project.



### 3. Base Map Preparation

A base map of the project site and vicinity will be prepared by Urban Planning Partners using the best available map information from the City. The base map will be used to illustrate street/highway and lot layouts in the project site vicinity, the project site's relationship to surrounding areas, topography, surrounding land uses, and General Plan and zoning designations. The base map will be available for consultant and staff use during meetings and presentations.

### 4. Project Description

Urban Planning Partners will prepare a project description based on materials provided by the City and project applicant. The project description will include a discussion of key characteristics of the project site and vicinity, project objectives, details of the project, the approval process, and the anticipated development schedule.

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

## PHASE 2: ENVIRONMENTAL ANALYSIS

As described above Urban Planning Partners' recommended CEQA approach is to prepare a modified Initial Study checklist to assess whether the project meets the requirement for an exemption pursuant to the CEQA statute and guidelines sections 15133.2, 15183, and 15183.3.

Each analysis will include (1) a summary of the findings from the General Plan EIR, (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 mitigation measures, General Plan policies from the General Plan EIR, or other uniformly applied development policies would reduce any potential impacts, 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.

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 Phase 3. Model runs and other technical data will be provided in an appendix as appropriate.

Urban Planning Partners assisted in preparation of the unreleased 2019 EIR for the previous project proposed at this location by the Onni Group. It is our intention to rely on the setting and impact analyses included in those draft EIR sections to the extent feasible, modifying and updating them, as needed, to be applicable and appropriate for the new project proposal.

## TASK 2A. LAND USE AND PLANNING

Urban Planning Partners will prepare an Initial Study section related land use and planning policy for the proposed project. The current General Plan Land Use Designation and zoning designations for the site is Mixed Use with Residential. Urban Planning Partners will document the land use conditions for the project and analyze the project relative to the General Plan EIR findings. Urban Planning Partners will summarize the existing pattern of land uses in the subject project area and its surroundings.

## TASK 2B. AESTHETICS (WIND AND SHADOW)

Under CEQA Guidelines Section 21099(d), "Aesthetic and parking 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."<sup>1</sup> As such, aesthetics impacts as they related to visual quality and character will not be discussed in the CEQA analysis.

### 1. Wind

Although an aesthetics section is not required per Senate Bill 743, a Wind Impact Study will be performed and the results of these analyses will be included in an aesthetics section.

RWDI will provide a pedestrian wind study to predict wind speeds in pedestrian areas and an assessment of how they impact the comfort of people in outdoor spaces. The risk of hazard winds will also be assessed. The proposed Pedestrian Wind Study involves testing a three-dimensional physical scale model of the development and surroundings in a boundary layer wind tunnel to quantitatively measure the wind conditions for pedestrians at important locations around the site. As required by the City of Emeryville, data describing the speed, direction, and frequency of occurrence of wind gathered at Metropolitan Oakland International Airport for daylight hours between 7am and 6pm from 1984 to 2014 will be used for this study.

A proximity model of the existing buildings and relevant surroundings will be modelled at a scale as selected by the team. The buildings immediately surrounding the study site will be modeled in more detail than buildings beyond this radius. The model will incorporate relevant topographic changes as applicable. Surroundings beyond the limits of the proximity model will be appropriately simulated by spires and roughness blocks situated on the wind tunnel floor upwind of the study model. This will provide an accurate representation of the wind speed and turbulence profiles of wind approaching the study model.

To conduct the tests, a scale model of the proposed development will be constructed to include all surface details measuring greater than 2 ft at full scale. With input from team, wind speed sensors will be placed at various test point locations taking into consideration outdoor pedestrian-use areas around and on the proposed development. These sensors measure the mean and gust wind velocities at a full-scale height of 5 ft above ground. Attention will be paid to wind sensitive areas such as the entranceways and

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<sup>1</sup> CEQA Guidelines Section 21099(d)(1).

public seating areas, building corners, and any other pedestrian accessible areas around and on the development.

The use of existing and proposed trees will be discussed with the team prior to commencing the modeling for testing.

The test model together with the proximity model will be tested in our boundary layer wind tunnel where the natural wind speed and turbulence levels will be simulated. During the tests, wind speed data will be collected for 36 equally spaced wind directions.

Three configurations of the study site and surroundings will be tested for our base study:

- Existing: the existing surroundings, with any buildings currently on site, without the proposed development.
- Existing plus Proposed: the proposed building option, along with existing surrounding structures.
- Existing plus Proposed and Cumulative: The proposed building option, along with existing surrounding structures and any know future Cumulative buildings.

The wind tunnel data will be analyzed together with the area's long-term meteorological statistics to predict how often selected wind speed ranges will occur at each location. Results will first be reviewed against the City of Oakland's pedestrian wind comfort and safety criteria (as is standard practice for the City of Emeryville).

In the event that undesirable conditions are found, RWDI will use their experience and judgement to suggest design concepts to minimize uncomfortable winds. If conditions are particularly severe in critical areas, RWDI may recommend additional testing to develop specific solutions. Additional testing in connection with detailed solution development has not been included within the scope of this proposal.

## **2. Shadow**

Urban Planning Partners assumes that the project applicant will prepare a shade and shadow study to the City, which will be used as a basis for analysis in the aesthetics section.

## **3. Visual Simulations (Optional Task)**

As described above, the project is exempt from aesthetics impacts and visual simulations are not required; however, if it is the City's desire to include visual simulations, the following optional task would be utilized.

Prevision Design has previously performed visual simulation services for a prior design at this site (in 2019), and it is assumed the same viewpoints and viewpoint photos would be appropriate for reuse for this new analysis. If it is decided that new or additional viewpoints beyond those from the previous 2019 project, Prevision Design will work with Urban Planning Partners and the City to select potentially appropriate viewpoints for visual simulations using web-based Google Earth and/or ESRI services. These

will be presented for review and selection of 12 final views prior to conducting site photography. In the event of additional photos being needed, an optional task has been added to the budget.

The City or project applicant will provide PreVision Design with a usable 3D CAD design model, as well as exterior finish information (colors, materials, etc). Additionally, a CAD site survey and/or a site plan with referenced grade elevations shall be provided in order to accurately locate the building. With this information, Prevision Design shall modify and/or augment the building model as required with the specified colors and materials and place the project model in an accurate site context. If a 3D CAD model of the project is not available or if the available model requires significant adaptation or correction to be suitable for Prevision Design's use, an additional modelling fee may apply. PreVision Design shall advise the client if this is the case and provide an estimate of work required on a time and materials basis to generate and/or upgrade the model.

Using the approved viewpoint photo(s), Prevision Design will align the 3D model to match the perspective and scale of each viewpoint photo. Using photoreal rendering techniques, Prevision Design will generate draft photo simulations of the project within the photographic context for review, comment and revision as needed. Upon approval of these draft views, final views will be generated which will include fine tuning, and photoshop work to clean up foreground and background details and add additional site context as necessary.

## **TASK 2C. AIR QUALITY**

Baseline will prepare an Initial Study section to evaluate potential impacts related to air quality. Based on the preliminary review of the project, the primary air quality concerns will be related to the net increase in emissions of criteria air pollutants and the exposure of existing nearby receptors (e.g., residences) to toxic air contaminants (TACs) during project construction and operation. The project would emit diesel particulate matter (DPM), a type of TAC, from diesel-powered construction equipment and operation of emergency diesel generators during operation. Baseline will provide a qualitative analysis of the project potential impacts and identify implementation measures to comply with the City's Genal Plan's policies to reduce air quality impacts to a less-than-significant level.

## **TASK 2D. BIOLOGICAL RESOURCES**

The project site is located in a mostly urban area on an already developed site. For this reason, most impacts related to Biological Resources are expected to be less than significant, which Urban Planning Partners will explain. Using the previous analysis from Huffman-Broadway Group, Inc.'s bird study, Urban Planning Partners will describe the factors contributing to bird collisions and will describe the design features that must be included in a Bird Collision Reduction Plan to mitigate the potential for avian mortality resulting from bird collisions.

## **TASK 2E. CULTURAL RESOURCES**

The 2019 Onni Christie project's unreleased Cultural Resources EIR section states that the two existing buildings at the site are "not of sufficient age to generally be considered eligible for listing in the

California Register of Historical Resources.” However, based on preliminary review by Page & Turnbull, both appear to have been built ca. 1970-1971 – and are thus likely over 50 years old. As such, additional scope beyond what was previously prepared is required. Page & Turnbull will complete the following tasks described below.

## **1. Age Eligibility Determination**

Page & Turnbull will conduct preliminary research using records on file at the City of Emeryville, in addition to historic maps and aerial photographs as necessary, to determine the construction date of the subject buildings. Our findings will be communicated to the City of Emeryville and Urban Planning Partners via e-mail or telephone call.

## **2. Historic Resource Evaluation (Optional)**

Assuming that both of the existing buildings at the site are over 45 years of age (built prior to 1977), Page & Turnbull will complete historic resource evaluations (HRE) for each parcel, which includes using Department of Parks and Recreation (DPR) 523A (Primary Record) and DPR 523B (Building, Structure, and Object Record) forms. As part of this work, the following tasks will be required:

- **Reconnaissance Survey:** Page & Turnbull will visit the sites to take digital photographs and make field notes. They will need access to all exterior façades of the buildings to document existing conditions and to record features. This survey will not examine the interior of the buildings.
- **Research:** Page & Turnbull will perform archival research, as deemed necessary. Research will primarily focus on the history and construction chronology of the subject properties. Repositories consulted may include the Emeryville Planning Division, Alameda County Assessor-Recorder’s Office, and Emeryville, Oakland, and University of California, Berkeley libraries. Page & Turnbull will also conduct research in online repositories such as digital Sanborn maps, the Online Archive of California, and the Internet Archive.
- **DPR 523A and 523B Form Production:** Once the research is complete, Page & Turnbull will use information collected in research and field survey to analyze the significance of each property. They will prepare an architectural description and historical background for the existing buildings, evaluation of the buildings’ eligibility for listing in the California Register and, if applicable, list character-defining features. Our reports will include maps, photographs (existing conditions and historic images, if available) and other illustrations, as necessary.

After submitting the Draft DPR 523 Forms, Page & Turnbull will respond to one set of written comments from the City regarding each property. After the receipt of the City’s comments, Page & Turnbull will publish Final DPR 523 Forms for inclusion in CEQA review documentation prepared by the City.

## **3. Cultural Resources Chapter**

Page & Turnbull will prepare a Cultural Resources chapter for the Initial Study checklist for the proposed project. The section will include a brief summary of the findings of the Emeryville General Plan EIR and other relevant City of Emeryville planning documents; a summary of the findings of the historic resource

evaluations for 5801 and 5851-5861 Christie Avenue; a summary of previously identified historical and archaeological resources within a one-quarter (0.25)-mile radius of the project site; an assessment of the project's potential to cause significant impacts to historical resources; and a conclusion summarizing the findings.

Page & Turnbull will not conduct a new Northwest Information Center (NWIC) records search, Native American Heritage Commission (NAHC) Sacred Lands File search, or archaeological survey of the project site. Historic context, regulatory information, and archaeological resource identification methods and results will be excerpted or adapted from the Cultural Resources chapter previously prepared in 2019 by UPP for the Omni Christie Mixed-Use Project EIR.

## **TASK 2F. GEOLOGY AND SOILS**

Baseline will prepare an Initial Study section to evaluate potential impacts related to geology, soils, and paleontological resources. The analysis will include an overview of the environmental setting and regulatory framework. The project site is located in a seismically active region. Although the project site is not mapped within an Alquist-Priolo Fault Zone by the California Geologic Survey, a significant earthquake on one of the regional faults near the project site will likely produce strong ground shaking during the life of the project. The project site would not be subject to landslides or substantial soil erosion because the site and surrounding areas are generally flat. The project site is mapped in a liquefaction hazard area by the California Geologic Survey.

It is assumed that a new geotechnical report (specific to the new proposed project) will be completed by the applicant and made available to Baseline for review. Based on review of the geotechnical study and other available reports and maps, Baseline will evaluate potential impacts related to geology, soils, and paleontological resources. Implementation measures will be identified, as needed, to reduce any potentially significant impacts to less-than-significant levels.

## **TASK 2G. GREENHOUSE GAS EMISSIONS**

Baseline will prepare an Initial Study section to evaluate potential impacts related to greenhouse gas (GHG) emissions. In accordance with BAAQMD's CEQA Air Quality Guidelines, Baseline will analyze the project's consistency with the BAAQMD's 2017 Clean Air Plan and the City's Climate Action Plan. The project design will be compared to the BAAQMD's new GHG thresholds of significance, which includes the exclusion of natural gas appliances and plumbing, reductions in project-generated vehicle miles travelled below the regional average, and electric vehicle charging infrastructure. Implementation measures will be identified (if any) to reduce any potentially significant impacts to less-than-significant levels. It is assumed that a detailed traffic analysis that evaluates the project's vehicle miles travelled relative to the regional average will be provided to Baseline. It is also assumed that a written description of any proposed energy-saving features that are proposed to be included in the project design will be provided to Baseline.

## **TASK 2H. ENERGY**

Baseline will prepare an Initial Study section to evaluate potential impacts related to energy resources. Baseline will summarize the project's proposed energy-saving features, projected energy consumption, consistency with applicable energy efficiency policies and standards, and the potential need for new energy supplies or facilities to serve the project. It is assumed that the applicant will provide written descriptions of any proposed energy-saving features.

## **TASK 2I. HAZARDS AND HAZARDOUS MATERIALS**

Baseline will prepare an Initial Study section to evaluate potential impacts related to hazards and hazardous materials. The project site is located in a historically industrial area where the shallow subsurface consists of potentially contaminated fill that was historically placed in the San Francisco Bay. Previous soil and groundwater investigations conducted on site in 2005 and 2015 detected petroleum hydrocarbons and heavy metals in the soil and groundwater. In addition to the soil and groundwater impacts, methane has been documented in the soil gas in the Emeryville area. Baseline will review and summarize the findings of previous environmental investigations performed at the project site. Baseline will also identify potential concerns associated with demolition of the existing buildings (e.g., lead paint, asbestos, and polychlorinated biphenyls) and the routine transport and use of hazardous materials during construction and operation. Implementation measures will be identified, as needed, to reduce any potentially significant impacts to less-than-significant levels.

We understand that additional environmental investigation and remediation of the project site would be performed under the oversight of the Department of Toxic Substances Control. Our scope and budget assumes that any environmental investigation related documents (e.g., investigation workplans or reports) for the project site that would be discussed in the Initial Study would be made available to Baseline prior to performing the Initial Study analysis. If additional environmental investigation related documents are provided to Baseline after preparation of the Initial Study has commenced, then revisions to the Initial Study would be required, and a budget modification may be required to address such revisions. Our scope of work and budget assumes that a Remedial Action Workplan (RAW) or similar remediation plans for the project site would not be available prior to preparation of the Initial Study, and therefore the Initial Study would not include the review of a RAW or similar remediation related documents.

## **TASK 2J. HYDROLOGY AND WATER QUALITY**

Baseline will prepare an Initial Study section to evaluate potential impacts related to hydrology and water quality. According to the Federal Emergency Management Agency, the project site is not located in a flood hazard zone. Construction of the proposed project would disturb potentially contaminated soils, resulting in the potential for erosion and mobilization of contaminated sediments in stormwater runoff. Dewatering of excavations may be required during construction. If not properly managed, discharge of contaminated dewatering effluent could adversely affect receiving water quality. Creation of new impervious surfaces could alter drainage patterns and increase the rate and volume of stormwater runoff

from the project site to existing stormwater drainage systems. Baseline will analyze potential impacts related to hydrology and water quality that may result under development of the proposed project.

Construction activities would be required to comply with the State Water Board's Construction General Permit for stormwater discharges. The proposed project would also be required to comply with the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, which includes the incorporation of post-construction stormwater management measures to manage and treat stormwater prior to discharge. Baseline will describe the construction-period and post-construction stormwater controls that are applicable to the proposed project. Implementation measures will be identified, as needed, to reduce any potentially significant impacts to less-than-significant levels, if feasible.

## **TASK 2K. NOISE AND VIBRATION**

Baseline will prepare an Initial Study section to evaluate potential impacts related to noise and vibration. Noise and vibration generated during project construction could expose nearby sensitive receptors to levels that exceed the standards specified in the City of Emeryville General Plan and Municipal Code. Noise impacts could also occur during operation of the proposed project because of the potential increase in vehicular traffic and stationary equipment.

The primary sources of existing ambient noise levels in the project vicinity are from I-80 and Union Pacific Railroad and Amtrak train activity. Baseline will provide a qualitative analysis of the project potential impacts and identify implementation measures to comply with the City's Genal Plan's policies to reduce noise and vibration impacts to a less-than-significant level.

## **TASK 2L. PUBLIC SERVICES AND UTILITIES AND SERVICE SYSTEMS**

Urban Planning Partners will prepare an Initial Study section describing the existing utility infrastructure and public services that serve the City and project site based on information available from the utility providers and the project applicant's civil engineer. The following utilities and services will be evaluated: schools, police, fire, libraries, waste disposal, wastewater, stormwater and water supply, telecommunications, and electricity and gas. Development that may occur from implementation of the proposed project will result in an increase in the existing demand for public services and utilities.

The need for coordination among facility and service providers and the project applicant/developer for on- or off-site improvements will be addressed to ensure that any potentially significant impacts are mitigated to less-than-significant levels. Urban Planning Partners will describe potential impacts associated with utilities and services and project mitigation measures will be recommended as needed, to reduce any potentially significant impacts to a less-than-significant level, if feasible.

## **TASK 2M. TRANSPORTATION**

Fehr & Peers will complete the following tasks as a part of this scope of work:



## 1. Project Trip Generation, Trip Distribution, and Study Assumptions

Fehr & Peers will estimate the net new automobile trip generation for the project based on the data and methodology in the latest version of the Institute of Transportation Engineers' (ITE) Trip Generation Manual. Since ITE data is generally based on data collected at suburban sites where almost all trips are by automobile, they will adjust the ITE-based trip generation to account for the project location in Emeryville, where some trips are expected to be made by transit, walking, bicycling, or ridesharing. Trips from existing uses that would be eliminated with the project will also factor into the net trip generation assessment based on ITE data and data collected at the site in 2019. If a Transportation Demand Management (TDM) plan has been prepared, they will also consider the various TDM plan elements. Project trip estimates for walking, bicycling, and transit will also be developed.

Vehicle trip distribution will be estimated based on the relative location of complementary land uses, existing traffic patterns in the vicinity of the site, area traffic congestion, and the relative locations of freeway on- and off-ramps.

Based on the expected level of vehicle trip generation and expected trip distribution, Fehr & Peers will identify a list of study intersections where the project could appreciably add vehicle traffic. For budgeting purposes, they have assumed that these intersections would be identical to the 32 intersections evaluated for the previous Onni Christie project in 2019 and that the time periods to be evaluated will be the weekday morning and evening peak periods when the project would generate the most traffic.

Fehr & Peers will summarize the results of Task 1 in a memorandum and submit to the City of Emeryville to review and approve. If necessary, the memorandum will also provide modifications to this scope of work. The assumptions memorandum will also outline the methods they propose to evaluate the project's effect on the transit, bicycle, and pedestrian system, as well as outline the vehicle miles of travel assessment.

## 2. Project Trip Assignment and Intersection Volume Forecasts

Based on the study locations identified in Task 1, Fehr & Peers will obtain weekday morning (7:00 AM to 9:00 AM) and evening (4:00 PM to 6:00 PM) peak period intersection turning movement counts, including a separate count of vehicles, pedestrians, bicycles, and trucks from previously completed studies in the area. Related to the Covid-19 pandemic, current traffic volumes do not represent typical conditions, and it is uncertain when traffic volumes will return to normal levels. This scope assumes that Fehr & Peers would use data collected for the previous 2019 Onni Christie project.

Fehr & Peers will develop AM and PM peak hour intersection turning movement volumes under the following scenarios for the study intersections:

- Existing Conditions – Based on traffic data collected over the past five years, primarily data collected for previous 2019 Onni Christie project unless additional study intersections are identified
- Existing Plus Project Conditions – Existing Conditions plus traffic expected to be generated by the Project

- Near-Term Conditions – Existing Conditions plus traffic generated by other pending projects expected to be developed in the next 5 to 10 years. Fehr & Peers will confirm with City of Emeryville staff the level of anticipated development in the study area to consider in the analysis of near-term conditions. Near-Term Conditions will also represent changes to traffic patterns and intersection signalization resulting from implementation of the Emeryville Quiet Zone Study.
- Near-Term Plus Project Conditions – Near-Term Conditions plus traffic expected to be generated by the project

### 3. Operations Analysis

Fehr & Peers will evaluate intersection operations, including level of service (LOS) and vehicle queues, for the study intersections during the AM and PM peak hours under the scenarios described in Task 2. The Powell-Christie Loop area experiences significant levels of congestion, including queue spillback from the I-80 ramps, which isolated intersection analysis does not fully capture. This scope assumes the use of the Vissim microsimulation network developed for the previous 2019 Onni Christie project to analyze intersection operations of the 20 study intersections in that network. This scope assumes the other 12 study intersections studied for the previous 2019 Onni Christie project would be analyzed using the Synchro software to apply Highway Capacity Manual Sixth Edition methodologies. Based on traffic operations goals identified by the City of Emeryville, they will recommend measures to improve operations at the study intersections.

Fehr & Peers will also conduct a signal warrant analysis for currently unsignalized study intersections using the California MUTCD peak hour vehicular volume warrant (Warrant 3) for urban conditions to determine if the traffic added by the project would result in the need for signalization at these intersections. The signal warrants analysis will be conducted for the AM and PM peak hours under the study scenarios. Fehr & Peers will analyze project impacts from daily traffic volumes on bicycle boulevards in the project vicinity and compare with the daily traffic volume standards established in the City of Emeryville Pedestrian and Bicycle Plan. As with intersection counts, this scope assumes that daily traffic count collections are not viable or representative of baseline conditions, and daily traffic counts collected in the past five years will be used instead.

Fehr & Peers will assess how the project would affect transit travel times on routes in the project vicinity using the Vissim microsimulation network. This scope assumes that the transit routes studied are identical to the 12 studied for the previous 2019 Onni Christie project.

Fehr & Peer's assessment will also include a qualitative assessment of the bicycle, pedestrian, and transit systems within the study area and identify potential conflicts between the various travel modes. A safety assessment for each study intersection will be conducted as part of Task 7.

### 4. Vehicle Miles of Travel (VMT) Analysis

Consistent with SB 743 requirements, Fehr & Peers will conduct a VMT analysis to determine how the expected VMT generated per employee and per resident compares to regional and citywide averages. They will first conduct a VMT assessment based on screening criteria established in guidance from the

Office of Planning and Research (OPR) to determine if the project can be presumed to have a less-than-significant impact on VMT. They will also conduct a detailed VMT assessment that estimates project daily VMT using the Alameda CTC Travel Demand Model and the trip generation estimates. Total daily VMT will be converted into VMT per employee and VMT per resident estimates. Although local agencies have discretion to establish VMT-related significance criteria, OPR guidance specifies that a project generating 15 percent less than regional VMT would be considered less-than-significant.

## 5. Congestion Management Program Analysis

The Congestion Management Program (CMP) requires the use of the Alameda CTC Countywide Travel Demand Model to assess the impacts on regional roadways near the project site should the project generate more than 100 PM peak hour trips. Based on the project description, it is expected the project will generate more than 100 peak hour trips. This scope assumes the evaluation of up to 20 CMP roadway and freeway segments under 2020 and 2040 conditions. Additionally, Fehr & Peers will assess the projects effect on the regional transit, bicycle, and pedestrian system per the CMP Land Use analysis program. The finding of this analysis related to the automobile system will also be correlated with the findings from the VMT assessment.

## 6. Site Analysis

Fehr & Peers will review the project site plan and the existing street network within one block of the project site to evaluate safety, access, and circulation for all travel modes in terms of the following:

- Site access for automobiles, bicyclists, and pedestrians, including access to the nearest transit stops
- Sight distance for pedestrians and automobiles at the project driveways
- Emergency vehicle access
- Vehicular safety, access, and circulation, including in the project parking facility
- Pedestrian safety, access, and circulation, including assessment of pedestrian facilities, such as crosswalk treatments, signal equipment, sidewalk widths and ADA considerations adjacent to the project site and to the nearest transit stops
- Bicycle safety, access, and circulation, including the streets connecting the project site to the nearest bicycle facilities
- Location, type, and amount of bicycle parking
- Proposed parking supply compared to City Code maximums
- Site access for trucks, including maneuverability to/from loading docks
- Need for and location of passenger, accessible (ADA) passenger, and commercial loading zones
- Adequacy of bus stop infrastructure serving the site transit users

## 7. Collision History Analysis

Fehr & Peers will review five years of collision history (vehicle, pedestrian, and bicycle) at the study intersections, as well as the road segments adjacent to the project site. Fehr & Peers will review the collision data for all modes and identify if there are any crash patterns by collision type, severity, primary collision factor, and movement. They will also develop predicted crash frequencies for each study location based on Part C of the Highway Safety Manual. These predicted crash frequencies will be compared against the observed crash frequencies to identify if any of the study locations experience a higher than predicted number of collisions. For budgeting purposes, they have assumed that these intersections would be the same as the 32 intersections evaluated for the previous 2019 Onni Christie project.

Based on the project's trip assignment, Fehr & Peers will determine if the project's added traffic would contribute to a study location with a higher than predicted number of collisions, and if so, they will identify potential treatments. There may be multiple potential treatment options. They will document the Crash Modification Factor (CMF) for each treatment option (along with the CMF's standard error and quality rating). The analysis will focus on 4- and 5-star quality CMFs with 3-star quality applied under limited circumstances. CMF sources will include Part D of the Highway Safety Manual and the CMF Clearinghouse. They will provide a list of treatments at locations to address the higher than predicted number of collisions for the City to consider. If a treatment would affect intersection operations, they will evaluate the potential impact using the Synchro software.

## 8. Plan Consistency Analysis

Fehr & Peers will review the City of Emeryville's adopted Plans and Policies pertaining to transportation and assess to what extent the project is consistent with them. The documents that they will review will be identified at the project kick-off meeting.

## 9. Documentation and Meetings

The following documents will be prepared:

- Assumptions memorandum summarizing Task 1
- Transportation section of the environmental document
- Memorandum summarizing the non-CEQA analysis

This scope assumes the preparation of two administrative drafts and a final document.

Fehr & Peers will prepare for and attend up to five staff-level conference calls and two public meetings as part of this scope of work.

## PHASE 3: CEQA ANALYSIS AND DOCUMENT

Utilizing the work completed in Task 2, Urban Planning Partners will draft and finalize a CEQA document that provides the analysis that will likely support streamlined approach based on the General Plan EIR, and the necessary findings for a community plan exemption and qualified infill exemption, as applicable. As part of preparing this document, we will complete the following tasks.

### TASK 3A. MITIGATION MONITORING AND REPORTING PROGRAM

Urban Planning Partners will prepare an updated Mitigation Monitoring and Reporting Program (MMRP) that incorporates the applicable mitigation measures from the General Plan EIR and included as Attachment A. The MMRP will identify responsibility for implementing and monitoring each 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. The MMRP will be included as Attachment A to the CEQA Analysis/Addendum Document.

### TASK 3B. ATTACHMENTS/APPENDICES

Urban Planning Partners will complete the following documents as appendices to the CEQA Analysis Document. Additionally, any technical or modeling data to support the analysis completed in the tasks above will be included in the appendix.

#### 1. Project Consistency with Community Plan or Zoning

Urban Planning Partners will prepare a separate Attachment demonstrating the project's consistency with CEQA Guidelines Section 15183.

#### 2. Qualified Infill Performance Standards

Planning Partners will prepare a separate Attachment demonstrating the project's consistency with CEQA Guidelines Section 15183.3, including CEQA Guidelines Appendix M.

#### 3. Infill Performance Standards

Planning Partners will prepare a separate Attachment demonstrating the project's consistency with CEQA Guidelines Section 15332.

### TASK 3C. PREPARE FINAL DETERMINATION

#### 1. Administrative Draft

The information developed in Phase 1 and 2 will be organized into an administrative modified Initial Study checklist. Urban Planning Partners will be responsible for reviewing recent environmental

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT

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.

Urban Planning Partners will prepare one (1) electronic copy of the administrative Draft Initial Study and submit to the City for review and comment. We will accommodate on-going dialogue with the City between completion of the administrative and screencheck drafts.

## **2. Screencheck Draft**

Upon receipt of comments from the City on the administrative draft, Urban Planning Partners will consolidate and reconcile comments received and prepare a screencheck draft. A redline version of the draft will be provided, showing explicit changes made. Urban Planning Partners will provide three (3) hard copies and one (1) electronic copy of the screencheck draft for review and comment.

## **3. Publish Modified Initial Study Checklist**

Urban Planning Partners will make any necessary revisions to the screencheck draft and finalize the document for publication. We will provide ten (10) hard copies and one (1) electronic copy, plus all appendices to the City for distribution. The electronic copy will be provided in three (3) formats including: 1) editable electronic format in MS Word; 2) high-resolution PDF for publication purposes (with searchable text); and 3) low-resolution PDFs broken into chapters/sections not exceeding 25 MB for publication on the City's website (with searchable text).

Urban Planning Partners will maintain all materials referenced in the environmental document and promptly provide such materials to the City upon request.

## **TASK 3C. EIR SCOPE OF WORK**

As an alternative to "Task 3C: CEQA Document," it may be necessary to refine the scope of work following completion of the technical analysis. If it is determined through work done associated with Phase 1 or Phase 2 that a greater level of environmental review is necessary, such as a Draft EIR, Urban Planning Partners will confer with planning staff to determine the appropriate level of environmental review. Urban Planning Partners will then prepare a scope of work and budget for review and approval to the City and will provide the revised budget to the project applicant.

## **TASK 3D. HEARINGS**

Urban Planning Partners will attend up to two (2) public hearings on the project and CEQA document, as necessary.

## PROJECT MANAGEMENT AND MEETINGS

### STAFF AND PROJECT TEAM MEETINGS

Lynette Dias, President will serve as Principal-in-Charge, and Alexia Rotberg, Associate Planner, will serve as the Project Manager. Lynette and Alexia will be available to attend working sessions with City staff and the project team. Alexia will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract management; assistance to team members; schedule coordination; and development of products.

The proposal for services and cost/budget includes attendance at the following meetings:

- Meetings with City staff – the equivalent of 12 2-hour meetings.
- Public Hearings – one 4-hour meeting with the Planning Commission and one 4-hour meeting with the City Council.

### ADMINISTRATIVE RECORD

Urban Planning Partners will compile and organize the CEQA 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 be provided to the City at key milestones.

### GENERAL PROJECT MANAGEMENT

Urban Planning Partners will undertake a variety of general project management tasks throughout the CEQA document preparation period. Alexia, with assistance from Lynette, will provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work conducted. Alexia will lead day-to-day activities associated with the project, including regular contact with the City, as necessary. Alexia will also provide direction to all team members to ensure an internally consistent and coherent document. Lynette will review all documents prior to submittal to the City. Lynette and Alexia will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

### PROJECT SCHEDULE

Our proposed project timeline is shown in Table 3 in the next section.

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT



## 4. TIMELINE

The estimated timeline for completing the EIR for the 5801 Christie Avenue Project based on the scope of work detailed in Section 3 is shown in Table 3.

**TABLE 3      PROPOSED TIMELINE**

5801 Christie Avenue Preliminary Draft Schedule Modified Initial Study Checklist				
<i>Assumes CEQA document is an addendum/exemption type of document</i>				
	Lead	Consultant Work and Public Review	City Work/Review	Cumulative Weeks
		Duration	Duration	Duration
<b>Prepare CEQA Document</b>				
<b>Technical Analysis</b>				
Aesthetics - Wind	RWDI	5 weeks		
Cultural	P+T	6 weeks		
Transportation - Full Analysis	F&P	12 weeks		
<b>CEQA Analysis</b>				
CEQA Document - Admin Draft	UPP	14 weeks	3 weeks	17 weeks
CEQA Document - Screencheck Draft	UPP	2 weeks	2 weeks	21 weeks
CEQA Document - Final	UPP	1 week		22 weeks

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT

## 5. ESTIMATED FEE

Urban Planning Partners is proposing to prepare a modified Initial Study for the 5801 Christie Avenue Project. Our estimated fee for completion of the scope of work set forth in this proposal is **\$253,657**.

With optional tasks included the estimated fee would be **\$315,234**.

A detailed breakdown of the estimated fee is provided in Table 4. We will undertake the work on a time-and-materials basis, with an estimated not-to-exceed amount without prior authorization.

JULY 29, 2022

REVISED PROPOSAL FOR SERVICES  
5801 CHRISTIE AVENUE MIXED-USE PROJECT

Table 4 Preliminary Estimated Fee

	Urban Planning Partners					Baseline				Fehr & Peers							Page & Turnbull	RWDI	PreVision Design				
	Lynette Dias Principal	Alexia Rotberg Project Manager	Hannah Chan-Smyth Project Planner	Tech Editing/ Word Processing	UPP Total	Patrick Sutton Senior Environmental Engineer	Cem Atabek Senior Environmental Engineer	Yilian Tian Environmental Engineer	Baseline Total	Principal-in-Charge	Project Manager	Senior Engineer	Proect Engineer	Graphics	Admin	F&P Total	Page & Turnbull Total	RWDI Total	PreVision Design Total	Project Team Total			
Hourly Rate:	\$300	\$150	\$130	\$130		\$185	\$185	\$175		\$300	\$200	\$200	\$160	\$160	\$150								
PHASE 1. PROJECT INITIATION																							
Task 1A: Project Initiation Tasks																							
1. Kick-Off Meeting/Site Visit	2	4	4	-	\$ 1,720	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 1,720			
2. Data Gathering & Evaluation	-	4	4	-	\$ 1,120	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 1,120			
3. Base Map Preparation	-	-	4	-	\$ 520	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 520			
4. Project Description	2	4	14	2	\$ 3,280	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 3,280			
Subtotal for Task 1A	4	12	26	2	\$ 6,640	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 6,640			
Task 1B: Work Program Refinement																							
Subtotal for Task 1B	2	2	-	-	\$ 900	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 900			
PHASE 1. PROJECT INITIATION SUBTOTAL	6	14	26	2		-	-	-		-	-	-	-	-	-	-	-	-	-	-			
hours																							
\$	1,800	2,100	3,380	260	\$ 7,540	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 7,540			
PHASE 2. ENVIRONMENTAL ANALYSIS																							
1. Land Use and Planning Policy	-	2	6	1	\$ 1,210	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 1,210			
2. Aesthetics (Wind & Shadow)	2	4	12	1	\$ 2,890	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ 32,500	\$ -	\$ 35,390			
3. Air Quality	2	4	-	1	\$ 1,330	2	-	12	\$ 2,470	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 3,800			
4. Biological Resources	1	4	8	1	\$ 2,070	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,070			
5. Cultural Resources	1	4	-	1	\$ 1,030	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ 12,250	\$ -	\$ -	\$ 13,280			
6. Geology and Soils	1	2	-	1	\$ 730	2	24	-	\$ 4,810	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 5,540			
7. Greenhouse Gas Emissions	2	4	-	1	\$ 1,330	2	-	10	\$ 2,120							\$ -	\$ -	\$ -	\$ -	\$ 3,450			
8. Energy	1	2	-	1	\$ 730	1	-	6	\$ 1,235							\$ -	\$ -	\$ -	\$ -	\$ 1,965			
9. Hazardous and Hazardous Materials	1	4	-	1	\$ 1,030	2	34	-	\$ 6,660	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 7,690			
10. Hydrology and Water Quality	1	2	-	1	\$ 730	2	20	-	\$ 4,070	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 4,800			
11. Noise and Vibration	1	4	-	1	\$ 1,030	2	-	12	\$ 2,470	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 3,500			
12. Public Services and Utilities	1	4	8	1	\$ 2,070	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,070			
13. Traffic and Transportation	2	8	-	1	\$ 1,930	-	-	-	\$ -	33	115	26	272	18	60	\$ 93,500	\$ -	\$ -	\$ -	\$ 95,430			
PHASE 2. ENVIRONMENTAL ANALYSIS	16	48	34	13		13	78	40		33	115	26	272	18	60								
hours																							
\$	4,800	7,200	4,420	1,690	\$ 18,110	2,405	14,430	7,000	\$ 23,835	9,900	23,000	5,200	43,520	2,880	9,000	\$ 93,500	\$ 12,250	\$ 32,500	\$ -	\$ 180,195			

Hourly Rate:																				
	Urban Planning Partners					Baseline				Fehr & Peers							Page & Turnbull	RWDI	PreVision Design	
	Lynette Dias Principal	Alexia Rotberg Project Manager	Hannah Chan-Smyth Project Planner	Tech Editing/ Word Processing	UPP Total	Patrick Sutton Senior Environmental Engineer	Cem Atabek Senior Environmental Engineer	Yilian Tian Environmental Engineer	Baseline Total	Principal-in-Charge	Project Manager	Senior Engineer	Proect Engineer	Graphics	Admin	F&P Total	Page & Turnbull Total	RWDI Total	PreVision Design Total	Project Team Total
	\$300	\$150	\$130	\$130		\$185	\$185	\$175		\$300	\$200	\$200	\$160	\$160	\$150					

PHASE 3. CEQA ANALYSIS AND DOCUMENT

Task 3A. Mitigation Monitoring and Reporting Program

1. MMRP	-	2	4	1	\$ 950	-	-	-	\$ -	-	-	-	-	-	-	\$ -	-	-	-	\$ 950
Subtotal for Task 3A	-	2	4	1	\$ 950	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 950

Task 3B. Attachments/Appendices

1. Community Plan Exemption	-	2	4	-	\$ 820	-	-	-	\$ -	-	-	-	-	-	-	\$ -	-	-	-	\$ 820
2. Qualified Infill Performance Standards	-	2	4	-	\$ 820				\$ -							\$ -	-	-	-	\$ 820
3. Infill Performance Standards	-	2	4	-	\$ 820	-	-	-	\$ -	-	-	-	-	-	-	\$ -	-	-	-	\$ 820
Subtotal for Task 3B	-	6	12	-	\$ 2,460	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,460

Task 3C. CEQA Document

1. Administrative Draft	4	4	12	8	\$ 4,400	-	-	-	\$ -	-	-	-	-	-	-	\$ -	-	-	-	\$ 4,400
2. Screencheck Draft	2	4	12	6	\$ 3,540	2	5	5	\$ 2,170	-	-	-	-	-	-	\$ -	2,500	-	-	\$ 8,210
3. Publish Modified IS Checklist	2	2	8	4	\$ 2,460	2	5	5	\$ 2,170	-	-	-	-	-	-	\$ -	-	-	-	\$ 4,630
Subtotal for Task 3C	8	10	32	18	\$ 10,400	4	10	10	\$ 4,340	-	-	-	-	-	-	\$ -	\$ 2,500	\$ -	\$ -	\$ 17,240

Task 3D. Hearings

Subtotal for Task 3D	4	4	4	-	\$ 2,320	-	-	-	\$ -	4	12	-	-	-	2	\$ 3,900	\$ -	\$ -	\$ -	\$ 6,220
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PHASE 3. CEQA ANALYSIS AND DOCUMENT	hours 12	16	40	19		4	10	10		4	12	-	-	-	2					
	\$ 3,600	2,400	5,200	2,470	\$ 13,670	740	1,850	1,750	\$ 4,340	1,200	2,400	-	-	-	300	\$ 3,900	\$ 2,500	\$ -	\$ -	\$ 24,410

PROJECT MANAGEMENT AND MEETINGS

Staff and Project Team Meetings

Subtotal	8	24	12	-	\$ 7,560	2	2	2	\$ 1,090	-	-	-	-	-	-	\$ -	-	-	-	\$ 8,650
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Administrative Record

Subtotal	-	1	8	-	\$ 1,190	-	-	-	\$ -	-	-	-	-	-	-	\$ -	-	-	-	\$ 1,190
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General Project Management

Subtotal	8	24	12	-	\$ 7,560	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 7,560
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ONGOING. PROJECT MANAGEMENT AND MEETINGS SUBTOTAL	hours 16	49	32	-		2	2	2		-	-	-	-	-	-					
	\$ 4,800	7,350	4,160	-	\$ 16,310	370	370	350	\$ 1,090	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 17,400

TOTAL LABOR ESTIMATE																				
Hours	50	127	132	34	343	19	90	52	161	37	127	26	272	18	62	542				
\$	\$ 15,000	\$ 19,050	\$ 17,160	\$ 4,420	\$ 55,630	\$ 3,515	\$ 16,650	\$ 9,100	\$ 29,265	\$ 11,100	\$ 25,400	\$ 5,200	\$ 43,520	\$ 2,880	\$ 9,300	\$ 97,400	\$ 14,750	\$ 32,500	\$ -	\$ 229,545

Hourly Rate:	Urban Planning Partners					Baseline				Fehr & Peers							Page & Turnbull	RWDI	PreVision Design			
	Lynette Dias Principal	Alexia Rotberg Project Manager	Hannah Chan-Smyth Project Planner	Tech Editing/ Word Processing	UPP Total	Patrick Sutton Senior Environmental Engineer	Cem Atabek Senior Environmental Engineer	Yilian Tian Environmental Engineer	Baseline Total	Principal-in-Charge	Project Manager	Senior Engineer	Proect Engineer	Graphics	Admin	F&P Total	Page & Turnbull Total	RWDI Total	PreVision Design Total	Project Team Total		
	\$300	\$150	\$130	\$130		\$185	\$185	\$175		\$300	\$200	\$200	\$160	\$160	\$150		Page & Turnbull Total	RWDI Total	PreVision Design Total	Project Team Total		
DIRECT COSTS																						
1. Misc. Direct Costs					\$ 500					\$ -								\$ 5,000	\$ 200	\$ -	\$ -	\$ 5,700
2. Printing					\$ 500					\$ -								\$ -	\$ -	\$ -	\$ -	\$ 500
3. 10% Subconsultant Mark-Up					\$ 17,912					\$ -								\$ -	\$ -	\$ -	\$ -	\$ 17,912
TOTAL MISCELLANEOUS COSTS					\$ 18,912					\$ -								\$ 5,000	\$ 200	\$ -	\$ -	\$ 24,112
TOTAL ESTIMATED FEE																						
TOTAL ESTIMATED FEE					\$ 74,542					\$ 29,265								\$ 102,400	\$ 14,950	\$ 32,500	\$ -	\$ 253,657
OPTIONAL TASKS AND CONTINGENCY																						
1. Visual Simulations with Existing Viewpoint Images					\$ -					\$ -								\$ -	\$ -	\$ -	\$ 16,240	\$ 16,240
2. Visual Simulations with New Viewpoint Images					\$ -					\$ -								\$ -	\$ -	\$ -	\$ 6,440	\$ 6,440
2. 10% Contingency					\$ 28,658					\$ -								\$ 10,240	\$ -	\$ -	\$ -	\$ 38,898
TOTAL ESTIMATED FEE W/ OPTIONAL TASKS AND CONTINGENCY					\$ 28,658					\$ -								\$ 10,240	\$ -	\$ -	\$ 22,680	\$ 315,234



# City of Emeryville

CALIFORNIA

## 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



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

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

## **1.2 Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

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

**OR**

☐ **Construction Specific**

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

☒ **Automobile Liability**

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

☒ **Professional Liability / Errors and Omissions**

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

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

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

☐ **Pollution Liability Insurance**

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

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

## **2. INSURANCE ENDORSEMENTS**

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

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

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

☒ **Automobile Liability**

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

☒ **Professional Liability Coverage**

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

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

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

☐ **Pollution Liability Coverage**

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

**ALL COVERAGES**

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

**3. NO SPECIAL LIMITATIONS**

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

**4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

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

## **5. ACCEPTABILITY OF INSURERS**

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

## **6. VERIFICATION OF COVERAGE**

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

## **7. SUBCONTRACTORS**

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

## **8. REPORTING OF CLAIMS**

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

*Attach:*  
*Insurance Certificate and Endorsements*