



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

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

### WITNESSETH THAT

**WHEREAS**, the City desires to engage Contractor for Onni Christie Mixed-Use Project Environmental Review Services; and

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

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

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

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

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

### 1. SCOPE OF SERVICES AND TERMINATION DATE

#### 1.1 Project Description

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

#### 1.2 Services

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

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

REV212/2018

**Exhibit A**

### **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 January 31, 2022. The Parties may, by mutual, written consent, extend the term of this Contract.

## **2. WORK CHANGES**

### **2.1 City Rights to Change**

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

### **2.2 Additional Work Changes**

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

### **2.3 City Manager Execution**

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

## **3. COMPENSATION AND METHOD OF PAYMENT**

### **3.1 Compensation for Services Performed**

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

### **3.2 Total Compensation Amount**

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SIX HUNDRED AND TWENTY-SIX THOUSAND, TWO HUNDRED AND SEVENTY SIX DOLLARS, DOLLARS AND NO CENTS (\$626,276.00)**, 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. In the event that compliance with the Living Wage Ordinance is not required, the Contractor may still be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance as set forth in Chapter 37 of Title 5 of the Emeryville Municipal Code, to the extent it is applicable.



#### 4.13.2 Applicability

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

#### 4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

### 4.14 *California Labor Requirements*

#### 4.14.1 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 **\$15.73 PER HOUR** (which is subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

#### 4.14.2 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.

#### 4.14.3 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.

#### 4.14.4 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.

#### 4.14.5 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."

#### 4.14.6 Event of Default

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



## **5. TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

## **6. NO PERSONAL LIABILITY**

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

## **7. ENTIRE AGREEMENT**

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

## **8. SUCCESSORS AND ASSIGNS**

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

## 9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

## 10. SEVERABILITY

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

## 11. BUSINESS TAX CERTIFICATE

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

## 12. NOTICES

### 12.1 *Communications Relating to Daily Activities*

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **MIROO DESAI** [mdesai@emeryville.org](mailto:mdesai@emeryville.org) for the City and **LYNETTE DIAS** [ldias@up-partners.com](mailto:ldias@up-partners.com) for the Contractor:

CITY	CONTRACTOR
Miroo Desai, Senior Planner Phone No.: 510-596-3785 E-Mail: <a href="mailto:mdesai@emeryville.org">mdesai@emeryville.org</a>	Lynette Dias, President/Principal Phone No.: 510-251-8210 E-Mail: <a href="mailto:ldias@up-partners.com">ldias@up-partners.com</a>



## 12.2 Official Notices

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

CITY	CONTRACTOR
Charles Bryant, Community Development Director 1333 Park Avenue Emeryville, California 94608 Phone No.: 510-596-4361 E-Mail: cbryant@emeryville.org  <i>with a copy to:</i> Miroo Desai, Senior Planner 1333 Park Avenue Emeryville, California 94608 Phone No.: 510-596-3785 <b>Error!</b> <b>Reference source not found.</b> E-Mail : mdesai@emeryville.org	Lynette Dias, President/Principal Urban Planning Partners, Inc. 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 or scanned signature and shall accept the telecopied or scanned signature of the other Party to this Contract.

## 14. NO THIRD-PARTY BENEFICIARIES

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

## 15. NON-EXCLUSIVITY

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

## 16. ASSIGNMENT OR TRANSFER

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

## 17. WAIVER

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

## 18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is ☐ **required** / ☒ **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

*SIGNATURES ON FOLLOWING PAGE*



**19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT**

**IN WITNESS WHEREOF** the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

  
\_\_\_\_\_  
City Attorney

Dated:

\_\_\_\_\_, 2019

**CITY OF EMERYVILLE**

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

Dated:

1/28, 2019

**URBAN PLANNING PARTNERS, INC.**

  
\_\_\_\_\_  
LYNETTE DIAS, PRESIDENT/PRINCIPAL

PROPOSAL FOR SERVICES

ONNI CHRISTIE MIXED-USE PROJECT  
ENVIRONMENTAL REVIEW SERVICES



Submitted to:

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

January 31, 2019

URBAN  
PLANNING  
PARTNERS  
INC.

***Exhibit A***  
***to Professional Services Contract***



PROPOSAL FOR SERVICES

ONNI CHRISTIE MIXED-USE PROJECT  
ENVIRONMENTAL REVIEW SERVICES

Submitted to:

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

January 31, 2019

Prepared by:

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

URBAN  
PLANNING  
PARTNERS  
INC.

## TABLE OF CONTENTS

1.	INTRODUCTION & PROJECT UNDERSTANDING .....	1
	Table 1 Project Land Use .....	3
2.	EIR APPROACH & SCOPE OF WORK .....	7
	Table 2 EIR Scope of Work Outline .....	8
3.	TIMELINE.....	29
	Table 3 Proposed Timeline .....	29
4.	ESTIMATED FEE .....	31
	Table 4 Preliminary Fee Estimate .....	32





# 1. INTRODUCTION & PROJECT UNDERSTANDING

## INTRODUCTION

Urban Planning Partners, Inc. (Urban Planning Partners) is pleased to submit this proposal to the City of Emeryville to provide Environmental Review Services for the Onni Christie Mixed-Use Project (project). We are excited for this opportunity to assist the City and the development team in preparing a comprehensive CEQA document.

This section describes our understanding of the project and introduces our team. Our recommended scope of work is detailed in Section 2. The project timeline, and estimated fee for preparing an EIR and associated documents are provided in Sections 3 and 4, respectively.

## PROJECT UNDERSTANDING

Our understanding of the project, detailed below, is based on review of the Emeryville Planning Commission study session staff report and Concept Package (dated October 10, 2018) as well as attendance at the Planning Commission study session on December 13, 2018.

## PROJECT SITE

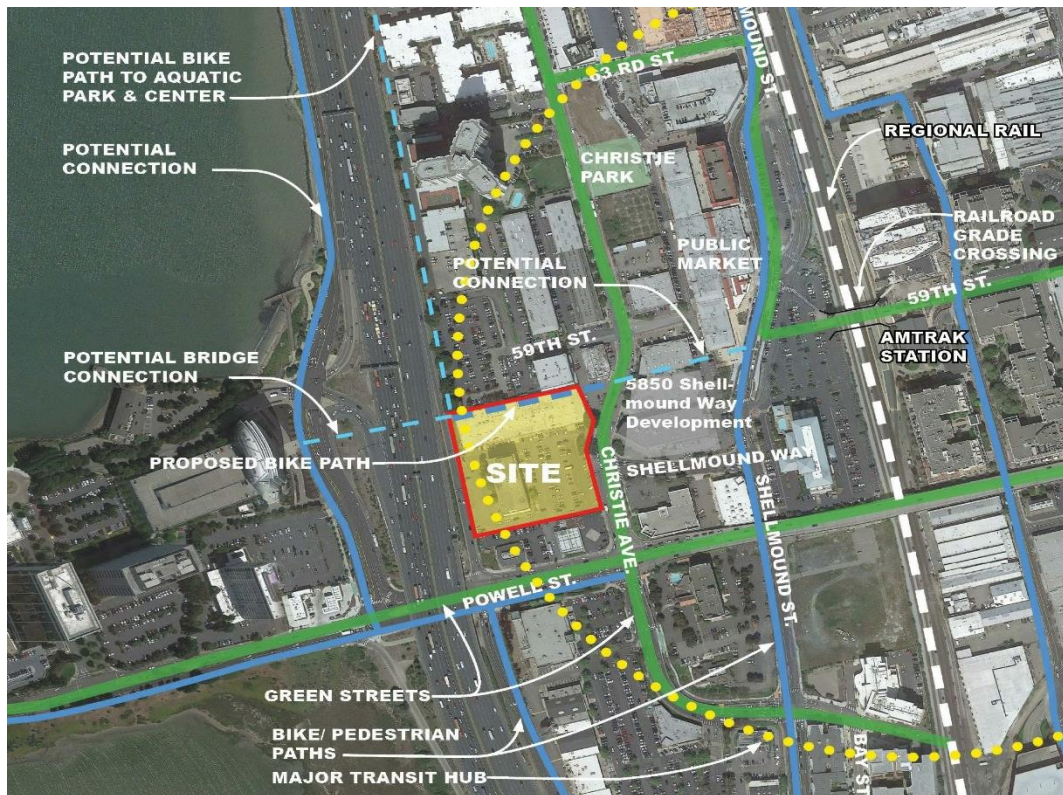
The approximately 3.76-acre project site is located at 5801-5861 Christie Avenue in Emeryville, about 100 feet north of the Powell Street/Christie Avenue intersection. The site is not within any specific plan areas. Two parcels comprise the site: Accessor Parcel Numbers (APN) 49-1494-3-2 and 49-1494-4-8. The parcel to the north (APN 49-1494-3-2) is currently developed with a one-story, approximately 44,000-square foot building that occupied by Allegro Ballroom, Emery Bay Café, and other commercial tenants.

To the south, APN 49-1494-4-8 consists of a six-story, 87,410-square foot office building and surface parking. Tenants of the office building include Wells Fargo Bank, Copy Central, and National Union of Healthcare Workers.





The site is bounded by commercial buildings and associated surface parking lots to the north, Christie Avenue to the east, a Denny's restaurant and 76 Gas Station to the south, and Interstate (I)-80 to the west. The project site is about 945 feet (0.2 miles) west of the Emeryville Amtrak Station and is adjacent to the Emery Go-Round Christie at Fed Ex stop, which provides shuttle service with peak-hour headways of 15 minutes or less. It is also 0.25 miles south of the Emeryville Casual Carpool pickup location at the Christie Avenue/64 Street intersection. The project site is located approximately 100 feet east of I-80.



Existing uses in the project vicinity are primarily commercial (including retail, hotels, restaurant, and office) and multi-family residential. Existing uses to the north include a FedEx Office Print & Ship Center, a five-story office building, the Pacific Park Plaza condominium tower, and surface parking. To the east there is a mix of retail, office, and hotel uses, including Emeryville Public Market about 500 feet to the northeast. Existing uses to the south include a Denny's restaurant, gas station, and surface parking. To the west, there are office spaces, a hotel, gas station, and surface parking on the other side of I-80.

## PROPOSED PROJECT CHARACTERISTICS

The proposed project is a mixed-use development that includes a 54-story, 638-unit residential tower and a 16-story office building. A podium structure connects the residential and office towers and provides six levels of parking. Ground-floor commercial space will be provided in both towers. The six-story office building that is occupied by Wells Fargo and other commercial tenants will remain and be incorporated into the site plan. Further detail is provided in Table 1 below.



**TABLE 1 PROJECT LAND USE**

USES	
Residential	638 units (636,826 sf)
Office	325,410 sf
Proposed New Office	238,00 sf
Existing Office Building	87,410 sf
Commercial/Retail	20,000 sf
PARKING	
Parking Spaces	1,105

Urban Planning Partners also understands the project would need 100 bonus points in order to reach the proposed residential density, FAR, and height. The project would obtain 50 bonus points through the provision of 108 affordable units (including 24 units for very low-income households, 38 for low-income, and 46 for moderate income). The remaining 50 bonus points is anticipated to be earned through the provision of community benefits, which are yet to be determined.



## TEAM OVERVIEW

Urban Planning Partners is a policy and environmental planning firm located in Oakland. We are 100-percent woman-owned, Disadvantaged Business Enterprise (DBE).

Urban Planning Partners has extensive experience preparing CEQA documents for large reuse and mixed-use developments on urban infill sites that involve a plethora of complexities. In managing the CEQA process for the Onni Christie project, Urban Planning Partners will draw upon current and past experience addressing the full range of issues associated with urban infill development, including consistency with planning policy, land use compatibility, historic resources, transportation, and noise.

---

*Lynette Dias, Principal*  
388 17<sup>th</sup> Street, Suite 230  
Oakland, CA 94612  
T 510.251.8210  
M 510.206.4456

As the lead consultant, Urban Planning Partners will manage the contract for the Onni Christie Environmental Review Services, be responsible for the accuracy and quality of all work products and analyses, and represent the team at all public hearings. We have assembled the following well-qualified team to prepare the EIR:

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

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

Urban Planning Partners is committed to schedule and budget. We diligently manage our commitments with weekly, monthly, and quarterly projections. We consider each potential assignment carefully, and only commit to projects we have the resources to complete. Given our

relatively small size, we have an established history of successfully managing very large and challenging projects in controversial environments with ambitious schedules.





## 2. EIR APPROACH & SCOPE OF WORK

This section outlines Urban Planning Partners' recommended approach and scope of work, as well as additional contract terms, for preparing an EIR for the Onni Christie Mixed-Use Project (project). Our recommended approach was informed by our review of the available project materials, attendance at the December 13, 2018 Planning Commission Study Session, and our knowledge of the planning processes and regulations in the City of Emeryville.

Based on our team's understanding of the project, we believe an EIR will be required given the intensity of development proposed and anticipated significant impacts. Our proposed scope of work was prepared consistent with the CEQA Statutes and Guidelines. Our approach, as detailed in this section and outlined in Table 2, includes three sequential Phases:

1. Project Initiation
2. Draft EIR
3. Responses to Comments/Final EIR.

Ongoing project management will be a component of the project for its duration.

**TABLE 2 EIR SCOPE OF WORK OUTLINE**

<b>PHASE 1. PROJECT INITIATION</b>	
<b>TASK 1A: PROJECT INITIATION TASK</b>	
1. Start-Up Meeting	4. Site Visit/Field Survey
2. Data Gathering & Evaluation	5. Project Description
3. Base Map Preparation	
<b>TASK 1B: NOTICE OF PREPARATION</b>	
1. Administrative Draft NOP	3. Public Review NOP
2. Screencheck Draft NOP	
<b>TASK 1C: SCOPING MEETING</b>	
<b>TASK 1D: REVIEW OF NOP COMMENTS/WORK PROGRAM REFINEMENT</b>	
<b>PHASE 2. DRAFT EIR</b>	
<b>TASK 2A: EFFECTS FOUND NOT TO BE SIGNIFICANT</b>	
1. Agriculture & Forest Resources	3. Population & Housing
2. Mineral Resources	4. Recreation
<b>TASK 2B: SETTING, IMPACTS, &amp; MITIGATION MEASURES</b>	
1. Land Use & Planning Policy	7. Hydrology & Water Quality
2. Biological Resources	8. Geology & Soils
3. Cultural Resources	9. Noise
4. Traffic & Transportation	10. Aesthetics (Wind & Shade & Shadow)
5. Air Quality & Greenhouse Gas Emissions	11. Public Services & Utilities
6. Hazards & Hazardous Materials	
<b>TASK 2C: ALTERNATIVES ANALYSIS</b>	
<b>TASK 2D: CEQA-REQUIRED ASSESSMENT CONCLUSIONS</b>	
<b>TASK 2E: PREPARE DRAFT EIR</b>	
1. Administrative Draft EIR	3. Public Review Draft EIR
2. Screencheck Draft EIR	
<b>TASK 2F: MITIGATION MONITORING &amp; REPORTING PROGRAM</b>	
<b>TASK 2G: DRAFT EIR HEARINGS</b>	
<b>PHASE 3. RESPONSE TO COMMENTS DOCUMENT/FINAL EIR</b>	
<b>TASK 3A: RESPONSE TO COMMENTS DOCUMENT</b>	
1. Administrative Draft RTC Document	3. Final RTC Document
2. Screencheck Draft RTC Document	
<b>TASK 3B: EIR CERTIFICATION HEARINGS</b>	
<b>PROJECT MANAGEMENT &amp; MEETINGS</b>	
Staff & Project Team Meetings	Administrative Record
<b>EIR PROJECT MANAGEMENT</b>	

## PHASE 1 PROJECT INITIATION

### 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 development team and the City to refine our recommended approach and scope of work.

#### 1. Start-Up Meeting

Key members of the Urban Planning Partners team, including Baseline Environmental Consulting and Fehr & Peers, will attend a project kick-off meeting 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 EIR 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
- Review and confirmation of what topics can be focused out and addressed as part of an "effects found not to be significant" section included in the Draft EIR
- Determining what should be incorporated in the cumulative scenario
- Methodology and approach for transportation, wind, air quality, and greenhouse gas analyses
- Project compliance with Assembly Bill 52
- Potential project alternatives
- Project schedule for CEQA and opportunities for streamlining

#### 2. Data Gathering and Evaluation

Existing data and analyses applicable to the proposed 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 for use in the EIR 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, General Plan designations, and zoning districts. The base map will be available for consultant and staff use during meetings and presentations.

### **4. Site Visit/Field Survey**

As one of the initial steps, Urban Planning Partners will undertake a site visit to observe and photograph the project site. Urban Planning Partners staff will identify existing conditions, study area features, and confirm information provided in previous studies. We will encourage attendance by the development team and City staff at our initial site visit to allow for sharing of observations.

### **5. Project Description**

Crafting an appropriately detailed and illustrated project description is often one of the more challenging elements of an EIR. Urban Planning Partners will prepare a project description based on materials provided by the development team. The project description will include a discussion of key characteristics of the project site and vicinity, project objectives, details of the proposed project, the approval process, and the anticipated development schedule.

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

## **TASK 1B. NOTICE OF PREPARATION**

Urban Planning Partners will prepare a Notice of Preparation (NOP) that will include a brief project description and a determination that an EIR is the appropriate CEQA documentation for the project. Up to three drafts will be prepared in response to City comments. An electronic file of the NOP will be provided to the City for posting on the City's website and for distribution.

## **TASK 1C. SCOPING MEETING**

Urban Planning Partners will attend one public scoping session before the Planning Commission. After the meeting, Urban Planning Partners will summarize and review all public comments and identify any changes required in the work program (see Task 1D below). We will ensure that each substantive comment received, including written and verbal, related to the scope of the EIR is addressed in the EIR. A summary of key issues and how they are addressed will be included in the EIR.

**TASK 1D. REVIEW OF NOP COMMENTS/WORK PROGRAM REFINEMENT**

It may be necessary to refine the scope of work in accordance with information compiled in the above subtasks and based on the preliminary findings. Following completion of the public comment period and receipt and review of all of the comments on the Notice of Preparation (NOP) (see Task 1B), Urban Planning Partners will work with planning staff to refine the scope of work, if necessary, to address any new environmental issues identified in the NOP comments. Urban Planning Partners will present the revised scope of work and budget for review and approval to the City and will provide the revised budget to the development team.

**PHASE 2 DRAFT EIR**

As part of this phase, the Urban Planning Partners team will prepare the Draft EIR and conduct an analysis of each environmental topic relevant to the proposed project in accordance with the City's thresholds. The following topics will be comprehensively addressed in the Draft EIR: land use and planning policy, cultural resources, traffic and transportation, air quality and greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, geology and soils, noise and vibration, aesthetics (wind and shade and shadow), and public services and utilities. All other topics are anticipated to be addressed as effects found not to be significant (see Task 2A below). An alternatives analysis will also be completed as part of the Draft EIR.

**TASK 2A. EFFECTS FOUND NOT TO BE SIGNIFICANT**

Urban Planning Partners anticipates that the project's impact relative to the following topics will be less than significant:

- agriculture and forest resources
- mineral resources
- population and housing
- recreation

We will provide a brief discussion of each of these topics and document why the project's impact will not be significant. We anticipate the level of analysis and discussion for these topics will be similar to what would typically be included in an Initial Study.

**TASK 2B. SETTING, IMPACTS, AND MITIGATION MEASURES**

The work conducted as part of this task will be incorporated into the administrative Draft EIR and will constitute the major portion of the Draft EIR. Each environmental topic section will include: (1) a description of the existing setting relevant to the proposed project including regulatory setting; (2) significance criteria based on the State CEQA Guidelines, which the City of Emeryville has adopted as its environmental review procedure, and additional information available from State and regional agencies and other recent City EIRs; (3) evaluation of project and cumulative construction and

operation impacts; and (4) mitigation measures necessary to reduce potentially significant impacts. This scope does not include the preparation of separate technical reports; all information and findings will be detailed in the EIR and as appropriate technical data in appendices to the EIR.

## **1. Land Use**

In the section, Urban Planning Partners will provide land use and policy context for the proposed project and a consistency analysis of the proposed project against relevant local policy. Urban Planning Partners will provide a description of the surrounding land uses and a summary of relevant policies from the City of Emeryville General Plan including the Housing Element Update 2015-2023, and Chapter 3, Zoning Districts, of the Municipal Code. Urban Planning Partners will also identify any potential conflicts between existing land uses and relevant planning policy. Significant impacts related to land use and planning are not anticipated, however this section will be prepared to provide a more detailed planning context and to demonstrate the proposed project's consistency with local policy.

## **2. 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. However, due to the project's height, form, and proximity to the San Francisco Bay, impacts related to bird strikes could potentially result in significant impacts. To address this, Huffman-Broadway Group, Inc. will provide a bird study that 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.

## **3. Cultural Resources**

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

LSA will conduct background research of the project site. The research will consist of (1) a records search at the Northwest Information Center at Sonoma State University to identify previously recorded cultural resources within, and cultural resource studies of, the project site; (2) a review of the Native American Heritage Commission Sacred Lands File to identify sites of Native American concern in or adjacent to the project site; and (3) a review of relevant archaeological, ethnographic,



historical, and geological literature to identify the potential for cultural resources at the project site. As appropriate, LSA will develop mitigation measures to avoid or to reduce the severity of significant impacts on historical, cultural, and tribal cultural resources.

During Phase 1, Project Initiation, the project's compliance with Assembly Bill (AB) 52 will be discussed. The fee included in this scope of work assumes that the City will undertake tribal consultation responsibilities and that LSA will summarize the results of this consultation in the Tribal Cultural Resources section of the EIR. If requested, and for an additional fee, LSA can facilitate the City's consultation efforts with Native American tribes, which could include drafting an AB 52 consultation letter for use on City letterhead and attending consultation meetings.

#### **4. Traffic and Transportation**

The project site is located within the Powell-Christie Loop area that experiences significant levels of vehicle congestion, which can affect the operations of Emery-go-Round transit operations. The City has implemented a number of pedestrian and bicycle improvements in the area, such as the section of the Bay Trail parallel to Christie Avenue, south of Powell Street. Fehr & Peers will evaluate the project's effects on all modes of travel in the study area, as explained in the tasks below.

##### *Task 1 – Project Trip Generation and Study Assumptions*

Fehr & Peers will conduct driveway counts of the existing site uses on the site during a typical weekday morning and evening peak period, as well as the Saturday afternoon peak period. Counts will be provided separately for vehicles, pedestrians, and bicycles, and to the extent feasible, transit riders walking to/from the adjacent Emery-go-Round stop. Fehr & Peers staff will also conduct field reconnaissance during the data collection to discern, to the greatest extent feasible, the level of activity associated with the Denny's and office versus uses that would be removed as part of the project.

Fehr & Peers will estimate the net-new trip generation for the site for all travel modes considering the proposed mixture of uses, the level of transit service provided in the area, and the walking and bicycling environment. If a Transportation Demand Management (TDM) plan has been prepared, Fehr & Peers will also consider the various TDM plan elements. The potential for trip internalization will also be evaluated, such as a future resident patronizing the proposed retail. The level of parking will also be factored into the trip generation assessment, as published research shows that households with higher levels of access to vehicles tend to generate more vehicle trips.

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, it is assumed that up to 30 intersections would be included in the assessment, and the time periods evaluated would include the weekday morning and evening peak periods when

the project would generate the most traffic, and the Saturday afternoon peak period when area traffic can be at its highest.

Results of the above tasks will be summarized in a technical memorandum for project team review prior to the commencement of data collection and the technical analysis. The assumptions memorandum will also outline the methods we propose to evaluate the projects effect on the transit, bicycle, and pedestrian system, as well as outline the vehicle miles of travel assessment.

#### *Task 2 – Data Collection*

Based on the study locations identified in Task 1, Fehr & Peers will retain a traffic count firm to collect weekday morning and evening peak period and Saturday afternoon peak period intersection turning movement counts at up to 30 intersections. The data collection will include a separate count of vehicles, pedestrians, bicycles, and trucks. Additionally, Fehr & Peers will conduct field reconnaissance to document intersection operations and verify the existing pedestrian, transit, and bicycle networks in the study area. For intersections within the Powell-Christie loop area, which is defined as the intersections of Powell/Frontage, Powell/I-80, Powell/Christie, Christie/Shellmound Way, Christie/Powell Street Plaza, Christie/Shellmound Street, and Shellmound Way/Shellmound Street, more detailed field observations would be conducted over the peak periods for the purposes of validating the microsimulation model (Task 3). The observations will include lane utilization, vehicle queue spillback, and saturation flow rates.

#### *Task 3 – Intersection Analysis*

Peak-hour intersection operations will be evaluated for the following scenarios using the 2010 HCM method for vehicles:

- Existing – Existing conditions based on traffic counts to be collected at the study locations.
- Existing Plus Project – Existing traffic counts plus traffic expected to be generated by the project.
- Near-Term – Existing traffic counts plus traffic from approved 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 Plus Project- Near-term conditions plus traffic expected to be generated by the project.

Fehr & Peers will document levels of service and vehicle queues at the intersections. Intersection operations will not be evaluated for the cumulative condition – the assessment of vehicle miles of travel (VMT) will be used to document the project's cumulative effect on VMT in the area (see Task 4).

For study locations that exceed the applicable level of service standard, mitigation measures will be identified. If there are impacts that require mitigation beyond improvements identified in the Emeryville Transportation Impact Fee, Fehr & Peers will assess if there are alternative measures that could be implemented within the planned right-of-way. For unsignalized intersections, peak hour warrants for all-way stop-control (in the case of side-street stop-controlled intersections) and signalization will initially be evaluated under all scenarios. Should peak hour warrants be met, a full warrant assessment would be conducted which includes collecting 48-hours of count data on all intersection approaches. A safety assessment for each study intersection would be conducted as part of Task 7.

The 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.

For intersections within the Powell Street Corridor and “Powell-Christie Loop” area that can experience significant levels of congestion, isolated intersection evaluation does not capture the full existing operating conditions of the area, and subsequently the project’s effects on intersection operations. For the Powell-Christie Loop, Fehr & Peers will develop a VISSIM microsimulation model that will be used to evaluate intersection operations and to better quantify the project’s effect on roadway operations, including potential impacts to transit travel time in the area. The model will consider the effects of vehicle queue spillback from the I-80 ramps to Powell Street. As part of this task, Fehr & Peers will also prepare up to two presentation quality microsimulation videos for use during the public outreach/public hearing process to visually display the transportation analysis results.

#### *Task 4 – VMT*

Consistent with SB 743 requirements, Fehr & Peers will estimate project daily vehicle miles of travel (VMT) using the Alameda CTC Travel Demand Model as well as the trip generation estimates. Total daily VMT will be converted into VMT per employee and household estimates. Although local agencies have discretion to establish VMT-related significance criteria, Office of Planning and Research (OPR) guidance specifies that a project generating 15 percent less than regional VMT would be considered less-than-significant. The OPR guidance also excludes local serving retail uses. Fehr & Peers will coordinate with City staff to identify appropriate methodologies and CEQA Criteria of Significance for the VMT analysis to evaluate potential cumulative impacts on VMT.

#### *Task 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



it will generate more than 100 peak hour trips. The evaluation of up to 20 CMP roadway and freeway segments under 2020 and 2040 conditions has been included in the budget.

#### *Task 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 for motorists, bicyclists, and pedestrians in the context of the site access and circulation. Specifically, Fehr & Peers will review the site plans in terms of:

- Site access for automobiles, bicyclists, and pedestrians, including access to nearest bus stops
- Site access for deliveries including maneuverability to/from loading docks if provided
- Pedestrian facilities, such as crosswalk treatments, signal equipment, sidewalk widths and ADA considerations adjacent to the project site and to the nearest transit stops
- Sight distance for pedestrians and automobiles at each project driveway
- Streets connecting the project site to the nearest bicycle facilities
- Location, type, and amount of bicycle parking
- Estimated project automobile parking demand and the adequacy of parking supply
- Access and circulation in the project parking garage
- Need for and location of on- and off-street passenger and commercial loading zones
- Adequacy of bus stop infrastructure serving the site transit users
- Bicycle, pedestrian, and transit impacts due to construction as well as expected truck routes

#### *Task 7 – Collision History*

Fehr & Peers will review five years of collision history (vehicle, pedestrian, and bicycle) at the study intersections where intersection counts were collected 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.

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 will identify potential treatments. There may be multiple potential treatment options. Fehr & Peers 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. Fehr & Peers 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. This assessment could also be conducted for a subset of intersections closest to the project site to reduce the overall level of effort.

#### *Task 8 – Consistency with Plans*

Fehr & Peers will review the City of Emeryville’s adopted Plans and Policies pertaining to transportation and to what extent the project is consistent with them. The documents to review will be identified at the project start-up meeting.

#### *Task 9 – Documentation*

Fehr & Peers will prepare the transportation and circulation chapter of the environmental document with a separate technical memorandum detailing the results of any non-CEQA related analysis, which could include some of the site plan review elements. The following documents will be prepared:

- Assumptions Memorandum
- Administrative Draft Transportation Impact Analysis Report and CEQA Transportation Section
- Draft Transportation Impact Analysis Report and CEQA Transportation Section
- Final Transportation Impact Analysis Report and CEQA Transportation Section
- Responses to Comments on Public Review Draft

## **5. Air Quality and Greenhouse Gas Emissions**

In accordance with the Bay Area Air Quality Management District’s (BAAQMD’s) CEQA Air Quality Guidelines, Baseline will evaluate the potential air quality impacts associated with implementation of the proposed project. The two primary air quality concerns will likely be related to the emissions of criteria air pollutants from project construction and operation, and the exposure of sensitive receptors to emissions of diesel particulate matter (DPM) from project construction and operation and other existing and foreseeable stationary and mobile sources. Because the proposed buildings would be 54 and 16 stories high, respectively, it is conservatively assumed that elevators and backup diesel generators would be required for the buildings under California Building Code 1007.2.1. Health risks associated with DPM emissions will be assessed based on air dispersion modeling and the BAAQMD’s online air quality analysis tools. Emissions of criteria air pollutants during project construction and operation will also be estimated using the most current version of the California Emissions Estimator Model (CalEEMod). It is assumed that the average daily traffic volumes on roadways near the project and the net increase in daily vehicle trips generated by the project will be provided by the traffic consultant. The project’s estimated pollutant emissions and associated

health risks will be compared to the BAAQMD's recommended thresholds of significance. Baseline will also prepare mitigation measures to reduce any significant air quality impact to a less-than-significant level, if feasible.

## **6. Hazards and Hazardous Materials**

The project site is located in a historically industrial area where the shallow subsurface consists of potentially contaminated fill that historically was placed in San Francisco Bay. Hazardous materials releases have been documented at several properties surrounding the Site. Baseline, as a subconsultant to Urban Planning Partners, will review a Phase I Environmental Site Assessment (ESA) completed for the project site, if available. If a Phase I ESA is not available, Baseline will review soil and groundwater investigation reports for surrounding properties to evaluate whether there would be potential impacts related to the proposed project due to past releases of hazardous materials to the environment. Other hazardous materials issues related to the proposed project include the potential for hazardous building materials to be released into the environment during demolition activities and the use of hazardous materials during the construction period which could expose workers and the environment to hazardous materials. The setting and regulatory framework related to hazards and hazardous materials for the proposed project will be described. Mitigation measures will be prepared, if needed, to reduce any impacts to levels of less than significant.

## **7. Hydrology and Water Quality**

The project site is not located within a 100-year flood zone as mapped by the Federal Emergency Management Agency. Construction of the proposed project would disturb potentially contaminated soils, resulting in the potential for erosion and contaminant laden sedimentation from stormwater runoff. Dewatering may also be required for excavation activities, and therefore handling and disposal of potentially contaminated groundwater may be required. The project would involve the use of hazardous materials, such as fuels, oils and paints, which could degrade stormwater runoff quality if handled improperly. Baseline will analyze potential impacts related to hydrology and water quality that may result under development of the proposed project. The primary hydrology and water quality issue that will be analyzed is the proposed project's potential impacts related to stormwater runoff and handling of potentially contaminated groundwater. The setting and regulatory framework related to hydrology and water quality will be described. Mitigation measures will be prepared, if needed, to reduce any impacts to levels of less than significant.

## **8. Geology and Soils**

The project site is located in a seismically active region, and a significant seismic event on a nearby or regional active fault could cause strong ground shaking in the project vicinity and is considered likely to occur during the life of the project. The project site is located in a liquefaction hazard zone as mapped by the California Geologic Survey. The proposed project would create new loads adjacent to existing structures which could potentially result in settlement of existing structures. Baseline will assess potential impacts related to geology, soils, and seismicity that may result under

development of the project. Available geotechnical, seismic, and soils reports will be reviewed to describe existing conditions on the project site. The setting and regulatory framework related to geology, soils, and seismicity for the proposed project will be described. Mitigation measures will be prepared, if needed, to reduce any impacts to levels of less than significant.

## **9. Noise and Vibration**

Baseline will evaluate the noise and vibration impacts associated with implementation of the proposed project. The primary source of noise in the project vicinity is traffic noise from Interstate 80 and Union Pacific Railroad and Amtrak train activity. This scope assumes that noise measurements will not be needed. Rather, the ambient noise environment will be characterized using noise contours from the City of Emeryville General Plan, Chapter 6 Conservation, Safety, and Noise. According to the Emeryville General Plan, the noise generated from surrounding land uses may exceed 70 dBA Ldn at the project site and therefore the proposed project could expose future residents to excessive noise levels. Baseline will evaluate the compatibility of the proposed land uses with the existing noise environment. There are both on-site and off-site receptors during construction of the proposed project. On-site receptors include an existing office building occupied by Wells Fargo Bank and other commercial tenants. Nearest off-site receptors are commercial buildings to the north, south, and east of the project site. Baseline will evaluate the potential for construction-generated noise and vibration to impact both on-site and off-site receptors. City of Emeryville does not specify any quantitative standards for construction noise. A significant noise impact would be identified if construction noise exceeds 10 dBA over the ambient noise levels at on-site and off-site receptors.<sup>1</sup> In addition, noise impacts could also occur during the operation of the proposed project because of the potential increase in traffic that may result from the development of the residential units and offices. Baseline will estimate project-generated traffic noise and cumulative traffic noise to determine whether the project would cause or contribute to a significant increase in traffic noise levels along local roadways. It is assumed that peak hour project and cumulative traffic volumes will be provided by the traffic consultant. Mitigation measures will be prepared, if needed, to reduce any impacts to levels of less than significant.

## **10. Aesthetics (Wind and Shade and Shadow)**

Although an aesthetics section is not required per Senate Bill 743, a Wind Impact Study and ten photo simulations will be performed and the results of these analyses will be included in an aesthetics section. The project applicant will also submit a Shade and Shadow Study to the City, which will be used as a basis for analysis in the aesthetics section. RWDI will prepare the Wind Impact Study and PreVision Design will prepare the visual simulations, as explained below.

---

<sup>1</sup> A 10-dBA increase is subjectively perceived as approximately a doubling in loudness.



### *Visual Simulations*

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.

PreVision Design will perform a site visit to take photographs from an array of potential desired viewpoints, to be selected by the client. Using the selected viewpoint photos, PreVision Design will align the 3D model view to match the perspective and scale of each selected viewpoint photo. Using photoreal rendering techniques, PreVision Design will generate preliminary photo simulations of the project in each of the viewpoint's context for the client's review and comment. 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.

### *Wind*

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 wind study can be undertaken as either: 1) a screening-level analysis, or 2) pedestrian wind tunnel testing. These two options are described below. The approach will be finalized during Phase 1, Project Initiation, and will meet all the City requirements. To be more conservative, the wind tunnel option is reflected in the budget for this scope of work.

#### ***Screening-level analysis***

A screening-level analysis is a qualitative assessment of pedestrian winds through a desktop-based approach. Proprietary in-house 3D modelling software developed by RWDI (WindEstimator) will be used to assess the development against the RWDI's criteria for pedestrian comfort and hazards. The assessment will look at the overall shape, height, massing, and orientation of the development with regards to the surroundings and the prevailing winds. Recommendations could involve some minor changes to the architecture or the addition of landscaping, wind screens, or other features to mitigate any anticipated uncomfortable areas. One of the conclusions of the assessment could be to recommend wind tunnel testing to confirm and quantify the estimated conditions and, if necessary, to develop wind control solutions.

### ***Wind Tunnel Testing***

For this approach, a scale replica of the redevelopment site and surroundings will be tested in a wind tunnel to simulate the winds approaching and interacting with the project site. This is the most advanced and accurate means of predicting wind speeds around buildings and structures. As required by the City of Emeryville, data describing the speed, direction, and frequency of occurrence of wind gathered at Metropolitan Oakland International Airport between 1982 and 2012 will be used for this study.

A proximity model of the existing buildings and relevant surroundings within a 1,600-foot radius of the center of the development site will be constructed at an approximate scale (i.e., 1:400 scale). The scale will be selected so that it is appropriate for the size of the project to capture the relevant architectural details and surroundings. 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. This will provide an accurate representation of the wind speed and turbulence profiles of wind approaching the study model.

A series of wind speed sensors that measure both mean and gusts will be installed on the model to measure wind conditions at key pedestrian areas. The sensors are meant to represent an average person's height, and we will work with the design team to locate sensors in all areas of interest. The proposed test locations will be provided to the project team and City Planning Department for review and comment prior to the testing.

After construction of the model, wind tunnel testing will take place. A boundary-layer wind tunnel will be used to simulate the natural wind speed and turbulence levels at the site. The wind tunnel is equipped with spires and dynamic roughness that will be used to simulate the approaching wind speed and turbulence profiles. During the tests, wind speed data will be collected for sixteen wind directions to satisfy pedestrian wind tunnel testing methodology. The context of the surrounding buildings to include during the Cumulative test configuration (as described below) and the need for testing this configuration will be confirmed with the project team and the City Planning Department in advance of testing.

Three development configurations of the study site and surroundings will be tested:

- **Existing:** the existing surroundings, with any buildings currently on site, without the proposed development
- **Existing plus project:** the proposed development along with existing surroundings
- **Existing plus project plus Cumulative:** the proposed development, along with existing surrounding structures and surrounding future buildings

The data collected from the wind tunnel 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 be assessed against RWDI's pedestrian wind comfort and hazard criteria, as defined in the City planning code. Results will be presented in a diagrammatic form, relating each measurement location with its resulting comfort/safety rating.

In the event that undesirable conditions are predicted, RWDI will use their experience and judgment to suggest wind control strategies in an effort to improve conditions. If conditions are particularly severe in critical areas, RWDI may recommend or the City may require additional testing to develop specific solutions and satisfy planning code requirements. Additional scope would be provided to accommodate this effort if required.

## 11. Public Services and Utilities

Urban Planning Partners will describe 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.

Urban Planning Partners will work with City staff and representatives of each facility and service provider to confirm that the approach previously used for analyzing each of these services are appropriate. The following subtasks will be completed in order to confirm an understanding of existing service levels and to determine the ability of each service provider to serve the proposed project. The project will also require a Water Supply Assessment.

- **Collect and review available data.** Urban Planning Partners will contact each City Department Head or service provider to summarize conditions on the project site.
- **Provide brief project description to facility and/or service providers.** Urban Planning Partners will develop a condensed project description, which can then be shared with utility and/or service providers such that they can perform an internal analysis in order to confirm their ability to meet increased demands for services and facilities.
- **Obtain input from utility and service providers.** Urban Planning Partners will solicit and obtain information about existing utilities and services from the local providers. Facility and service providers will be asked to respond to the information provided to them.
- **Describe existing public facilities and services.** Based on information provided by each service provider, Urban Planning Partners will describe the existing facilities and services in the project site vicinity. This review may consider issues such as infrastructure capacity and condition, generation and service radius.

Development that may occur from implementation of the proposed project will result in an increase in the existing demand for public services and utilities. Urban Planning Partners will update the impact evaluation on each of the facility and service providers. The assessment will examine the demand for services generated by population and employment growth at the site. Urban Planning

Partners will assess the effects of project implementation on the needs for expansion of existing services and/or utilities and any physical impacts that may result from such expansions.

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.

## **TASK 2C. ALTERNATIVES ANALYSIS**

Urban Planning Partners will work with the City and the development team to identify and evaluate up to three alternatives to the proposed project, one of which would be the CEQA-required No Project alternative. The alternatives would be based in part on the significant impacts of the project that are identified during the Setting, Impacts, and Mitigation Measures phase of the Draft EIR process.

According to the *CEQA Guidelines*, alternatives can be evaluated in less detail than the project; thus, we would propose that the alternatives analysis in the EIR be undertaken at a qualitative level. Alternatives can be a key issue of community concern. Therefore, the discussion would be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

## **TASK 2D. CEQA-REQUIRED ASSESSMENT CONCLUSIONS**

Urban Planning Partners will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including:

- Unavoidable significant environmental impacts
- Significant irreversible environmental changes
- Relationship between local short-term uses of the environment and long-term productivity
- Effects found not to be significant

## **TASK 2E. PREPARE DRAFT EIR**

### **1. Administrative Draft**

The information developed in Tasks 2A through 2D will be organized into an Administrative Draft EIR. The EIR is expected to include the following components:

- Introduction
- Summary
- Project Description



- Setting, Impacts, and Mitigation Measures
- Effects Found Not to be Significant
- Alternatives to the Proposed Project
- Cumulative and Growth-Inducing Impacts
- CEQA-Required Assessments and Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices (as needed)

Urban Planning Partners will be responsible for reviewing recent environmental documents (complete and/or in process) to make certain that approaches, assumptions, methodologies and impact conclusions for the project are consistent with other environmental documents. Where appropriate, Urban Planning Partners will coordinate and discuss such with other consultants working on the project. Urban Planning Partners will contact the City to obtain a list of other relevant projects.

Urban Planning Partners will prepare one administrative draft of the Draft EIR. Ten (10) hard copies and one (1) electronic copy of the administrative draft will be provided to the City for review and comment.

## **2. Prepare Screencheck Draft EIR**

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 (i.e., via underline and strike-out). Urban Planning Partners will ensure that all City comments (both comments intended for prime consultants and comments intended for other environmental consultants) are addressed in the revised screencheck draft document. Urban Planning Partners will provide three (3) hard copies and one (1) electronic copy of the screencheck draft for review and comment.

## **3. Prepare Public Review Draft EIR**

Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Draft EIR for publication. We will provide up to thirty (30) hard copies of the Draft EIR and two (2) hard copies of the Appendices to the City for distribution. We will also provide digital files to the City for posting on the City website. Urban Planning Partners will provide drafts of the Notice of Availability (NOA) and Notice of Completion (NOC) and submit the Draft EIR and NOA and NOC to the State Clearinghouse and provide certificate of mailing/delivery to the City. It is assumed that the

City will take responsibility for publishing/circulating all required notices and documents as desired by staff.

#### **TASK 2F. MITIGATION MONITORING AND REPORTING PROGRAM**

Urban Planning Partners will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures. We 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 submitted to the City for review with the Response to Comments document as described below. Up to three drafts will be prepared in response to City comments.

#### **TASK 2G. DRAFT EIR HEARINGS**

Urban Planning Partners and Fehr & Peers will attend one public hearing before the Planning Commission. The purpose of this hearing is to provide the Planning Commission and the public an opportunity to comment on the Draft EIR. Urban Planning Partners will prepare a presentation for staff review prior to the hearing and be prepared to present to the Planning Commission.

### **PHASE 3 RESPONSE TO COMMENTS DOCUMENT/FINAL EIR**

#### **TASK 3A. RESPONSE TO COMMENTS DOCUMENT**

Urban Planning Partners will prepare the Response to Comments (RTC) document on the project following the public review period.

##### **1. Administrative Draft Response to Comments Document**

Immediately following the completion of the 45-day public review period, Urban Planning Partners will meet with City staff to discuss any comments received during the public review period and the approach to take in responding to the comments. Urban Planning Partners will incorporate public and/or agency comments received on the Draft EIR and the responses to these comments (as appropriate) into one final document for publication and distribution.

Urban Planning Partners will prepare one administrative draft of the RTC document. Ten (10) hard copies and one (1) electronic copy of the administrative draft will be provided for the City's review and comment.

Our budget estimate in Table 3 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by anti-redevelopment advocates or a substantial package of comments by a law firm

representing neighborhood interests), an adjustment in the budget to cover work beyond the assumed level would be needed.

## **2. Screencheck Draft Response to Comments Document**

Upon receipt of the City comments on the administrative draft, Urban Planning Partners will consolidate and reconcile comments and prepare a screencheck draft. A redline version of the draft will be provided, showing the 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. Final Draft Response to Comments Document**

Urban Planning Partners will make any necessary revisions to the screencheck draft and prepare the Final Response to Comments Document for publication. We will provide up to thirty (30) hard copies of the RTC document and two (2) hard copies of the Appendices to the City for distribution. We will also provide digital files to the City for posting on the City website. Urban Planning Partners will provide the Notice of Availability (NOA).

Our budget estimate in Table 3 shows the level of professional effort assumed for this task, and includes hourly billing rates for our professional staff. If a level of effort beyond that outlined in Table 3 were to become necessary, an adjustment in the budget will be required to cover the additional work.

### **TASK 3B. EIR CERTIFICATION HEARINGS**

Urban Planning Partners and Fehr and Peers will attend up to two public hearings for certification of the EIR before the Planning Commission and City Council. We will prepare a presentation for staff review prior to the hearings and be prepared to present regarding the CEQA process and findings at each hearing. We will also be available to respond to questions as necessary. Additional meetings and/or hearings can be attended upon request on a time-and-material basis.

## **PHASE 4 PROJECT MANAGEMENT AND MEETINGS**

Urban Planning Partners would undertake a variety of general project management tasks throughout the EIR preparation period. Lynette would provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work conducted. Lynette and Meredith would be in regular contact with the project sponsor and City and provide direction to all team members to ensure an internally consistent, coherent document.

### **TASK 4A. STAFF AND PROJECT TEAM MEETINGS**

Lynette Dias, Principal-in-Charge, Meredith Rupp, Project Manager, and Melody Lin, Assistant Project Manager will be available to attend working sessions with City staff and the project team. Our fee estimate (see Table 3) provides for Urban Planning Partners' attendance at up to 15

meetings in addition to the project kick-off meeting. This will allow for 1 to 2 meetings per month Meredith would attend each meeting and Lynette and Melody would attend up to 10 meetings.

Meetings will include the following:

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

Fehr & Peers will attend up to five (5) staff level meetings and eight (8) conference calls with City Staff, consultants, and others in conjunction with the transportation analysis. RWDI will attend up to three conference calls to review and discuss results of the wind analysis. Additional meetings and/or hearings can be attended upon request on a time and material basis.

#### **TASK 4B. ADMINISTRATIVE RECORD**

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

#### **TASK 4C. EIR PROJECT MANAGEMENT**

Urban Planning Partners will undertake a variety of general project management tasks throughout the EIR preparation period. Lynette, with assistance from Meredith, will provide input on scope, budget, contract negotiation and management, scheduling of the project, and quality assurance for all work conducted. Lynette and Meredith will collaborate on day-to-day activities associated with the project. They will also provide direction to all team members to ensure an internally consistent, coherent document. Lynette will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. Lynette and Meredith will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project. In addition to preparation of the NOP, Urban Planning Partners will also be responsible for the recordation of the Notice of Availability (NOA) of the environmental document and the Notice of Determination (NOD).



## **ADDITIONAL CONTRACT TERMS**

Urban Planning Partners shall have the right to terminate the agreement corresponding to this scope of work upon giving the City ten (10) calendar days prior written notice for any of the following: (1) breach by City of any material term of the Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes; (3) suspension of the Project or Urban Planning Partners' services by City for more than ninety (90) calendar days, consecutive or in the aggregate.

Notwithstanding the City's confidentiality terms, Urban Planning Partners shall not be restricted from disclosing any information that is reasonably necessary to disclose: (1) to Urban Planning Partners' employees, subconsultants, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Urban Planning Partners to defend itself from any legal action or claim.

### 3. TIMELINE

The estimated timeline for completing an EIR for the Onni Christie Mixed-Use Project based on the scope of work detailed in Section 2 is shown in Table 3.

**TABLE 3 PROPOSED TIMELINE**

Milestone	Responsible Party	Weeks to Complete	Cumulative Weeks
Authorization to Proceed	City	--	--
Prepare Administrative Draft EIR	UPP Team	20	20
Review of Administrative Draft EIR	City	3	23
Prepare Screencheck Draft EIR	UPP Team	3.5	26.5
Review Screencheck Draft EIR	City	2	28.5
Prepare Public Review Draft EIR	UPP Team	1	29.5
Public Review Period	--	6.5	36
Prepare Administrative Draft RTC	UPP Team	2.5	38.5
Review of Administrative Draft RTC	City	3	41.5
Prepare Screencheck Draft RTC	UPP Team	2	43.5
Review Screencheck Draft RTC	City	2	45.5
Final RTC	UPP Team	0.5	46
<i>Earliest timeline for FEIR adoption</i>	City	--	<i>46 weeks</i>



## 4. ESTIMATED FEE

Our estimated fee for completion of the EIR scope of work set forth in this proposal is \$569,342.

A detailed breakdown of the estimated fee is provided in Table 4. We also have recommended a 10 percent contingency which could only be used with client authorization. With the contingency fee, the total estimated fee would be \$626,276. We would undertake the work on a time-and-materials basis, with an estimated not-to-exceed amount without prior authorization.



Table 4 Estimated Fee

	Urban Planning Partners						Baseline					Fehr & Peers								LSA	RWDI	HGB	PreVision Design			
	Lynette Dias Principal	Meredith Rupp Project Manager	Melody Lin Assistant Project Manager	Planner/Graphics	Tech Editing/ Word Processing	UPP Total	Bruce Abelich Chg. Principal/Senior Hydrogeologist	Patrick Sutton Environmental Engineer III	Cem Atabek Environmental Engineer III	Ivy Tao Environmental Engineer II	Lisa Luo Environmental Engineer I	Baseline Total	Principal	Project Manager	Senior Engineer	Proect Engineer	Graphics	CAD Technician	Admin	F&P Total	LSA Total	RWDI Total	HGB Total	PreVision Design Total	Project Team Total	
Hourly Rate:	\$250	\$115	\$105	\$105	\$105		\$220	\$175	\$175	\$160	\$140		\$335	\$275	\$190	\$150	\$135	\$150	\$120							
PHASE 1. Project Initiation																										
Task 1A: Project Initiation Tasks																										
1. Start Up Meeting	2	2	2	-	-	\$ 940	4	-	-	-	-	\$ 880	1	4	-	4	-	-	1	\$ 2,155	\$ -	\$ -	\$ -	\$ -	\$ 3,975	
2. Data Gathering & Evaluation	-	6	6	4	-	\$ 1,740	-	-	-	-	-	\$ -	1	10	4	64	4	-	11	\$ 15,305	\$ -	\$ -	\$ -	\$ -	\$ 17,045	
3. Base Map Preparation	-	2	-	6	-	\$ 860	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 860	
4. Site Visit/Field Survey	-	4	4	-	-	\$ 880	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880	
5. Project Description	2	16	-	4	2	\$ 2,970	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,970	
Subtotal for Task 1A	4	30	12	14	2	\$ 7,390	4	-	-	-	-	\$ 880	2	14	4	68	4	-	12	\$ 17,460	\$ -	\$ -	\$ -	\$ -	\$ 25,730	
Task 1B: Notice of Preparation																										
Subtotal for Task 1B	1	5	2	-	-	\$ 1,035						\$ -	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 1,035
Task 1C: Scoping Meeting																										
Subtotal for Task 1C	4	6	-	-	-	\$ 1,690	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	\$ 1,690	
Task 1D: Review of NOP Comments/Work Program Refinement																										
Subtotal for Task 1D	2	4	4	-	-	\$ 1,380	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	\$ 1,380	
PHASE 1. PROJECT INITIATION SUBTOTAL	hours 11	45	18	14	2		4	-	-	-	-		2	14	4	68	4	-	12		-	-	-	-	-	
	\$ 2,750	5,175	1,890	1,470	210	\$ 11,495	880	-	-	-	-	\$ 880	670	3,850	760	10,200	540	-	1,440	\$ 17,460	\$ -	\$ -	\$ -	\$ -	\$ 29,835	
PHASE 2. DRAFT EIR																										
Task 2A. Effects Found Not to be Significant																										
1. Agriculture & Forest Resources	-	1	2	-	-	\$ 325	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325	
2. Mineral Resources	-	1	2	-	-	\$ 325	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325	
3. Population & Housing	-	2	6	3	-	\$ 1,175	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	
4. Recreation	-	1	8	4	-	\$ 1,375	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,375	
Subtotal for Task 2A	-	5	18	7	-	\$ 3,200	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200	
Task 2B. Setting, Impacts, Standard Conditions of Approval, and Mitigation Measures																										
1. Land Use and Planning Policy	2	12	12	12	4	\$ 4,820	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,820	
2. Biological Resources	-	6	4	-	-	\$ 1,110	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 2,800	\$ -	\$ 3,910	
3. Cultural Resources	-	4	-	-	-	\$ 460	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ 9,460	
4. Traffic and Transportation	8	16	8	8	4	\$ 5,940	-	-	-	-	-	\$ -	28	81	132	508	28	36	105	\$ 154,715	\$ -	\$ -	\$ -	\$ -	\$ 160,655	
5. Air Quality and GHG Emissions	1	8	-	-	-	\$ 1,170	-	20	-	72	-	\$ 15,020	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,190	
6. Hazardous and Hazardous Materials	1	4	-	-	-	\$ 710	3	-	40	-	-	\$ 7,660	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,370	
7. Hydrology and Water Quality	1	2	-	-	-	\$ 480	2	-	32	-	-	\$ 6,040	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,520	
8. Geology and Soils	1	2	-	-	-	\$ 480	2	-	32	-	-	\$ 6,040	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,520	
9. Noise and Vibration	1	4	-	-	-	\$ 710	3	-	-	-	54	\$ 8,220	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,930	
10. Aesthetics + Wind, Shade/Shadow	4	20	20	-	-	\$ 5,400	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ 31,000	\$ -	\$ 12,000	\$ 48,400	
11. Utilities & Service Systems	2	8	32	8	-	\$ 5,620	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,620	
Subtotal for Task 2B	21	86	76	28	8	\$ 26,900	10	20	104	72	54	\$ 42,980	28	81	132	508	28	36	105	\$ 154,715	\$ 9,000	\$ 31,000	\$ 2,800	\$ 12,000	\$ 279,395	
Task 2C. Alternatives Analysis																										
Subtotal for Task 2C	8	32	8	16	4	\$ 8,620	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ 16,120	
Task 2D. CEQA Required Assessment Conclusions																										
Subtotal for Task 2D	-	6	4	-	-	\$ 1,110	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110	
Task 2E. Prepare Draft EIR																										
1. Admin Draft	12	16	12	12	14	\$ 8,830	-	-	-	-	-	\$ -	6	30	20	80	16	-	19	\$ 30,500	-	-	-	-	\$ 39,330	
2. Screencheck	6	14	20	4	6	\$ 6,260	4	3	8	8	6	\$ 4,925	4	12	-	30	10	-	7	\$ 11,330	-	-	-	-	\$ 22,515	
3. Public Review Draft EIR	2	8	16	12	4	\$ 4,780	1	3	6	6	4	\$ 3,315		-	-	-	-	-	-	\$ -	-	-	-	-	\$ 8,095	
Subtotal for Task 2E	20	38	48	28	24	\$ 19,870	5	6	14	14	10	\$ 8,240	10	42	20	110	26	-	26	\$ 41,830	-	-	-	-	\$ 69,940	
Task 2F. Mitigation Monitoring and Reporting Program																										
Subtotal for Task 2F	2	4	8	-	4	\$ 2,220	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,220	
Task 2G. Draft EIR Hearings																										
Subtotal for Task 2G	4	6	-	-	2	\$ 1,900	-	-	-	-	-	\$ -	2	6		6			2	\$ 3,460	\$ -	\$ -	\$ -	\$ -	\$ 5,360	
PHASE 2. DRAFT EIR SUBTOTAL	hours 55	177	162	79	42		15	26	118	86	64		40	129	152	624	54	36	133		-	-	-	-	-	
	\$ 13,750	20,355	17,010	8,295	4,410	\$ 63,820	3,300	4,550	20,650	13,760	8,960	\$ 51,220	13,400	35,475	28,880	93,600	7,290	5,400	15,960	\$ 200,005	\$ 9,000	\$ 38,500	\$ 2,800	\$ 12,000	\$ 377,345	

	Urban Planning Partners						Baseline						Fehr & Peers								LSA	RWDI	HGB	PreVision Design	
	Lynette Dias Principal	Meredith Rupp Project Manager	Melody Lin Assistant Project Manager	Planner/Graphics	Tech Editing/ Word Processing	UPP Total	Bruce Abell/Damen Chg. Principal/Senior Hydrogeologist	Patrick Sutton Environmental Engineer III	Cem Atabek Environmental Engineer III	Ivy Tao Environmental Engineer II	Lisa Luo Environmental Engineer I	Baseline Total	Principal	Project Manager	Senior Engineer	Proect Engineer	Graphics	CAD Technician	Admin	F&P Total	LSA Total	RWDI Total	HGB Total	PreVision Design Total	Project Team Total
Hourly Rate:	\$250	\$115	\$105	\$105	\$105		\$220	\$175	\$175	\$160	\$140		\$335	\$275	\$190	\$150	\$135	\$150	\$120						
PHASE 3. Response to Comments/Final EIR																									
Task 3A. Response to Comments Document																									
1. Admin Draft RTC	8	40	24	12	12	\$ 11,640	1	2	2	2	2	\$ 1,520	1	7	-	-	-	-	-	\$ 2,260	\$ -	\$ -	\$ -	\$ -	\$ 15,420
2. Screencheck RTC	5	14	22	4	7	\$ 6,325	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 6,325
3. Final RTC Document	4	2	4	2	4	\$ 2,280	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 2,280
Subtotal for Task 3A	17	56	50	18	23	\$ 20,245	1	2	2	2	2	\$ 1,520	1	7	-	-	-	-	-	\$ 2,260	\$ -	-	\$ -	-	\$ 24,025
Task 3B. EIR Certification Hearings																									
Subtotal for Task 3B	12	20	-	-	-	\$ 5,300	-	-	-			\$ -	2	6		6			2	\$ 3,460	-	-	-	-	\$ 8,760
PHASE 3. RESPONSE TO COMMENTS & FINAL EIR SUBTOTAL	hours 29	76	50	18	23		1	2	2	2	2		3	13	-	6	-	-	2						
	\$ 7,250	8,740	5,250	1,890	2,415	\$ 25,545	220	350	350	320	280	\$ 1,520	1,005	3,575	-	900	-	-	240	\$ 5,720	\$ -	\$ -	\$ -	\$ -	\$ 32,785
TASK 4. Project Management and Meetings																									
Staff/Project Team Meetings																									
Subtotal	24	50	24	-	-	\$ 14,270	-	-	-	-	-	\$ -	4	18		18	-	-	5	\$ 9,590	-	-		-	\$ 23,860
EIR Administrative Record																									
Subtotal	2	4	8	36	16	\$ 7,260	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	-	-		-	\$ 7,260
General Project Management																									
Subtotal	16	50	18			\$ 11,640	-	-	-	-	-	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,640
ONGOING. PROJECT MANAGEMENT AND MEETINGS SUBTOTAL	hours 42	104	50	36	16		-	-	-	-	-		4	18	-	18	-	-	5					\$ -	
	\$ 10,500	11,960	5,250	3,780	1,680	\$ 33,170	-	-	-	-	-	\$ -	1,340	4,950	-	2,700	-	-	600	\$ 9,590	\$ -	\$ -	\$ -	\$ -	\$ 42,760
TOTAL EIR LABOR ESTIMATE																									
Hours	137	402	280	147	83	1049	20	28	120	88	66	322	49	174	156	716	58	36	152	1341					2712
	\$ 34,250	\$ 46,230	\$ 29,400	\$ 15,435	\$ 8,715	\$ 134,030	\$ 4,400	\$ 4,900	\$ 21,000	\$ 14,080	\$ 9,240	\$ 53,620	\$ 16,415	\$ 47,850	\$ 29,640	\$107,400	\$ 7,830	\$ 5,400	\$ 18,240	\$ 232,775	\$ 9,000	\$ 38,500	\$ 2,800	\$ 12,000	\$ 482,725
DIRECT COSTS																									
1. Misc. Direct Costs						\$ 1,500						\$ -							\$ 34,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,270
2. Printing						\$ 12,000						\$ -							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
3. Subconsultant Mark-Up						\$ 38,347						\$ -							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,347
												\$ -							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MISCELLANEOUS COSTS						\$ 51,847						\$ -							\$ 34,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,617
TOTAL ESTIMATED FEE																									
TOTAL ESTIMATED FEE						\$ 185,877						\$ 53,620							\$ 267,545	\$ 9,000	\$ 38,500	\$ 2,800	\$ 12,000	\$ 569,342	
RECOMMENDED CONTINGENCY																									
10% Contingency 0 May only be used as authorized by																								\$ 56,934	
TOTAL ESTIMATED FEE WITH CONTINGENCY																								\$ 626,276	



**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

REV12/2018

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

## 1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- ☒ **General Liability (All Contract Types)**  
\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
- ☐ **General Liability (Construction Specific)**  
\$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.
- ☒ **Automobile Liability**  
\$2,000,000.00 per accident for bodily injury and property damage.
- ☒ **Professional Liability / Errors and Omissions**  
\$2,000,000.00 per claim and aggregate.
- ☒ **Workers' Compensation and Employer's Liability**  
Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.
- ☐ **Pollution Liability Insurance**  
\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

## 2. INSURANCE ENDORSEMENTS

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

- ☒ **General Liability**  
(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with



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

☒ **Automobile Liability**

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

☒ **Professional Liability Coverage**

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

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

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

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon

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

### **ALL COVERAGES**

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

### **3. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS**

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

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

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

### **5. ACCEPTABILITY OF INSURERS**

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

### **6. VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The

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

## **7. SUBCONTRACTORS**

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

## **8. REPORTING OF CLAIMS**

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