

## **RESOLUTION NO. 21-106**

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Professional Services Contract With Urban Planning Partners (UPP) In An Amount Not To Exceed \$524,033 For Preparation Of An Environmental Impact Report For The Atrium Longfellow Mixed Use Project Located At 1650 65th Street And Appropriating \$524,033 In Expenditures To Division 1725, "Planning Reimbursables", Account 80050, Professional Services, And Adding \$524,033 In Revenues To Account 58760, Planning Reimbursements**

**WHEREAS**, the City desires to have an Environmental Impact Report (EIR) prepared for the proposed Atrium Longfellow Mixed Use Project at 1650 65<sup>th</sup> Street ("Project") pursuant to the California Environmental Quality Act (CEQA); and

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

**WHEREAS**, Urban Planning Partners (UPP) submitted a proposal to prepare an EIR for the Project on September 3, 2021; and

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

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

**WHEREAS**, it is necessary to increase the fiscal year 2021-22 budget for expenditures in Division 1725, "Planning Reimbursables", Account 80050, Professional Services, and revenues in Account 58760, Planning Reimbursements, both by \$524,033 to cover the cost of this contract; now, therefore, be it

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Professional Services Contract with Urban Planning Partners, Inc. in the form attached hereto as Exhibit A, for an amount not to exceed \$524,033; and be it further

**RESOLVED**, that the City Council of the City of Emeryville hereby appropriates \$524,033 in expenditures to Division 1725, "Planning Reimbursables", Account 80050, Professional Services, and adds \$524,033 in revenues to Account 58760, Planning Reimbursements.

Resolution 21-106  
UPP Contract for Atrium Longfellow Mixed-Use Project EIR  
City Council Meeting | October 5, 2021  
Page 2 of 2

**ADOPTED** by the City Council of the City of Emeryville at a regular meeting held Tuesday, October 5, 2021, by the following vote:

AYES:	4	Mayor Martinez, Vice Mayor Donahue, and Council Members Bauters and Medina
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

DocuSigned by:

*Dianne Martinez*

BBAF287D25AB463...

MAYOR

APPROVED AS TO FORM:

DocuSigned by:

*Andrea Visveshwara*

962663BD5573494...

INTERIM CITY ATTORNEY

ATTEST:

DocuSigned by:

*Sheri Hartz*

FB7B5D8EAB6A4BE...

CITY CLERK



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

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

### WITNESSETH THAT

**WHEREAS**, the City desires to engage Contractor for **Atrium Longfellow Project EIR**; and

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

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

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

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

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

### 1. SCOPE OF SERVICES AND TERMINATION DATE

#### 1.1 Project Description

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

#### 1.2 Services

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

#### 1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **JUNE 30, 2022**. The Parties may, by mutual, written consent, extend the term of this Contract.

### FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

## 2. WORK CHANGES

### 2.1 *City Rights to Change*

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

### 2.2 *Additional Work Changes*

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

### 2.3 *City Manager Execution*

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

## 3. COMPENSATION AND METHOD OF PAYMENT

### 3.1 *Compensation for Services Performed*

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

### 3.2 *Total Compensation Amount*

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIVE HUNDRED AND TWENTY-FOUR THOUSAND, THIRTY-THREE DOLLARS AND NO CENTS (\$524,033.00)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

## **4. COVENANTS OF CONTRACTOR**

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

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

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

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

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

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

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

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

#### **4.4 Insurance**

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

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

##### **4.5.1 Records**

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

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

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

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

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



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

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

#### **4.7 Confidentiality**

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

#### **4.8 Discrimination Prohibited**

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

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

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

#### **4.10 Key Personnel**

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

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

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

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

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

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

##### **4.13.1 Compliance**

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

##### **4.13.2 Applicability**

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

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

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



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

#### **4.13.4 Living Wage**

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$16.97 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

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

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

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

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

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

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

#### 4.14.2 Registration

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

#### 4.14.3 Labor Compliance Oversight

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

#### 4.14.4 Workers’ Compensation

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

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

#### 4.14.5 Event of Default

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

### 5. **TERMINATION**

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

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

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

**6. NO PERSONAL LIABILITY**

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

**7. ENTIRE AGREEMENT**

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

**8. SUCCESSORS AND ASSIGNS**

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

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

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

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

## **10. SEVERABILITY**

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

## **11. BUSINESS TAX CERTIFICATE**

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

## **12. NOTICES**

### ***12.1 Communications Relating to Daily Activities***

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Miroo Desai** for the City and **Lynnette Dias** for the Contractor:

<b>CITY</b>	<b>CONTRACTOR</b>
Miroo Desai, Senior Planner Phone No: 510-596-3785 E-Mail : mdesai@emeryville.org	Lynnette Dias, Principal Phone No: 510.251-8210 E-Mail : ldias@up-partners.com

## **12.2 Official Notices**

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

<b>CITY</b>	<b>CONTRACTOR</b>
Charles S. 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 E-Mail : mdesai@emeryville.org	Lynnette Dias, Principal 388 17 <sup>th</sup> Street, Suite 230 Oakland, CA 94612 Phone No: 510.251-8210 E-Mail : ldias@up-partners.com

## **13. COUNTERPARTS**

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

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

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

## **15. NON-EXCLUSIVITY**

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

## **16. ASSIGNMENT OR TRANSFER**

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

## **17. WAIVER**

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

## **18. OTHER REQUIREMENTS**

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

*SIGNATURES ON FOLLOWING PAGE*



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

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

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

Approved As To Form:

DocuSigned by:

*Andra Visnesuvara as Interim*  
962663BD5573494...  
City Attorney

Dated:

**CITY OF EMERYVILLE**

\_\_\_\_\_

Christine S. Daniel, City Manager

Dated:

**URBAN PLANNING PARTNERS INC.**

DocuSigned by:

*Lynette Dias*  
10EB8B1627D84E5...  
Lynnette Dias, Principal

(Signature)

09/16/2021

Attach:  
W-9 Form

Attach:  
Business License Certificate

# EXHIBIT A

## PROPOSAL FOR SERVICES

# ATRIUM LONGFELLOW MIXED USE PROJECT ENVIRONMENTAL REVIEW SERVICES

Submitted to:

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

September 3, 2021

URBAN  
PLANNING  
PARTNERS  
INC.

PROPOSAL FOR SERVICES

**ATRIUM LONGFELLOW MIXED USE PROJECT**  
**ENVIRONMENTAL REVIEW SERVICES**

Submitted to:

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

September 3, 2021

Prepared by:

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



TABLE OF CONTENTS

1. INTRODUCTION & PROJECT UNDERSTANDING ..... 1

Table 1 Project Details..... 2

2. EIR APPROACH & SCOPE OF WORK ..... 4

Table 2 EIR Scope of Work Outline ..... 5

3. TIMELINE ..... 25

Table 3 Proposed Timeline ..... 25

4. ESTIMATED FEE.....27

Table 4 Preliminary Fee Estimate ..... 29



# 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 Atrium Longfellow Mixed Use Project (project). We are excited for this opportunity to assist the City and the development team in preparing a comprehensive CEQA document.

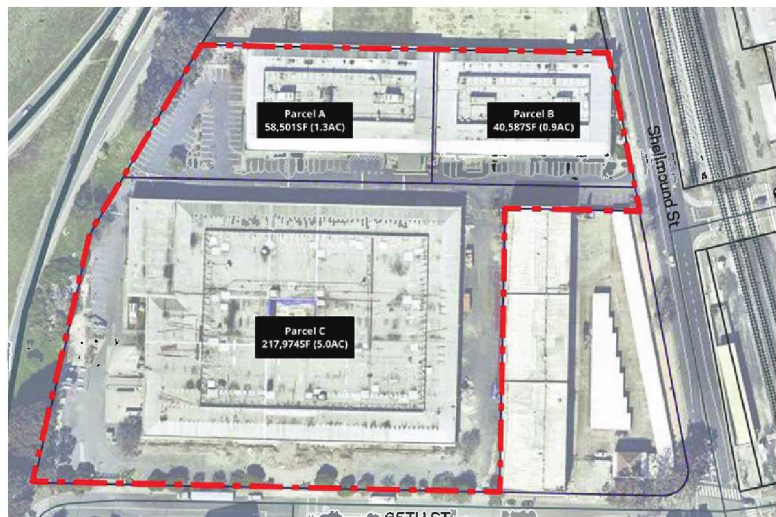
This section describes our understanding of the project and introduces our team. Our recommended scope of work is detailed in Section 2. The project timeline, and estimated fee for preparing an EIR and associated documents are provided in Sections 3 and 4, respectively.

## PROJECT UNDERSTANDING

Our understanding of the project, detailed below, is based on review of the Emeryville Planning Commission study session staff report (dated July 15, 2021) and discussions with City staff.

## PROJECT SITE

The project assembles three existing parcels to create a 7.268-acre site that is bounded by Interstate 80 on the west, 65<sup>th</sup> Street on the south, and the existing Public Storage parcel on the east. The site is not within any specific plan areas. The three parcels that comprise the site have the following Assessor Parcel Numbers (APN): 49-1490-1 (Parcel A); 49-1490-3 (Parcel B); and 49-1490-4 (Parcel C). Parcel A and Parcel B, the two northern parcels, are approximately 1.333 acres and 0.931 acres. These parcels are occupied by SAE Expressions College and include single-story buildings on each parcel that are approximately 33,619 square feet (Parcel A) and 29,700 square feet (Parcel B). Parcel C, the southern parcel, is currently developed with the Atrium Building, a one-story 127,260-square foot building that can accommodate office and life science uses. There are no existing tenants in the Atrium building and SAE Expressions College currently has a 5-year lease.







The project provides a 1.18-acre public park on the south-west corner of the site fronting 65<sup>th</sup> Street. In addition, a greenway (26,540 square feet) along the western property line is also provided. Open space for residents is provided on the roof top (2,880 square feet) and on the parking podium (8,270 square feet); and open space for employees is provided on the parking podium for the two office/life science buildings (52,360 square feet).

## 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 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, transportation, and noise.

As the lead consultant, Urban Planning Partners will manage the contract for the project 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, wildfire and alternatives.
- **Baseline Environmental Consulting:** air quality, greenhouse gas emissions, energy, hazards and hazardous materials, hydrology and water quality, geology and soils, and noise and vibration
- **Fehr & Peers:** transportation
- **Page & Turnbull:** cultural resources
- **RWDI:** wind
- **PreVision Design:** visual simulations and shade and shadow diagrams

## 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 project. Our recommended approach was informed by our review of the available project materials, discussions with City staff, 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. However, once our analysis begins, if we feel the project could qualify for a more streamlined CEQA approach, we will consult with City staff.

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.

### 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/video conference 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 involve various City departments during preparation of the EIR and review of the administrative and screencheck drafts (or portions thereof).
- 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.

**TABLE 2 EIR SCOPE OF WORK OUTLINE**

<b>PHASE 1. PROJECT INITIATION</b>	
<b>TASK 1A: PROJECT INITIATION TASKS</b>	
1. Start-Up Meeting	4. Site Visit/Field Survey
2. Data Gathering and 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 and Forest Resources	3. Mineral Resources
2. Biological Resources	4. Wildfire
<b>TASK 2B: SETTING, IMPACTS, &amp; MITIGATION MEASURES</b>	
1. Land Use and Planning Policy	8. Hydrology and Water Quality
2. Population and Housing	9. Geology and Soils
3. Transportation	10. Noise and Vibration
4. Air Quality	11. Cultural and Tribal Resources
5. Greenhouse Gas Emissions	12. Aesthetics (Wind & Shade & Shadow)
6. Energy	13. Public Services, Recreation and Utilities
7. Hazards and 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>PHASE 4. PROJECT MANAGEMENT AND MEETINGS</b>	
<b>TASK 4A: STAFF &amp; PROJECT TEAM MEETINGS</b>	
<b>TASK 4B: ADMINISTRATIVE RECORD</b>	
<b>TASK 4C: EIR PROJECT MANAGEMENT</b>	

- 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.

## **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, population and housing, transportation, air quality, greenhouse gas emissions, energy, hazards and hazardous materials, hydrology and water quality, geology and soils, noise and vibration, cultural resources, aesthetics (wind and shade and shadow), and public services, recreation, 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
- biological resources
- mineral resources
- wildfire



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 and Planning Policy**

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. Population and Housing**

Within the population and housing section, Urban Planning Partners will document the area's existing population and housing characteristics for both the City of Emeryville and the San Francisco Bay Area region based upon available demographic and survey data, including information contained within the City's Housing Element. Potential population and housing impacts will be evaluated in relation to existing city-wide population and housing demographics.

### **3. Transportation**

Fehr & Peers would undertake the following task to prepare the transportation analysis.

#### **Project Trip Generation, Trip Distribution, and Study Intersection Selection**

Fehr & Peers will estimate the automobile trip generation for the project based on data Fehr & Peers has collected at sites containing similar land uses and transportation setting as the project, as well as the data and methodology in the latest version of the Institute of Transportation Engineers' (ITE) *Trip*

*Generation Manual.* Since ITE data is generally based on data collected at suburban sites where almost all trips are by automobile, Fehr & Peers will adjust the ITE-based trip generation to account for the project location in Emeryville, where some trips are expected to be made by transit, walking, bicycling, or ridesharing. If a Transportation Demand Management (TDM) plan has been prepared, Fehr & Peers will also consider the various TDM plan elements. To the extent trips generated by existing occupied land uses can be quantified, the net-new vehicle trip generation of the project will be estimated. Preliminary trip generation estimates accounting for the site context and land uses, but not existing trip generated by the site or implementation of a TDM plan, are approximately 700 peak hour vehicle trips. This level of trip generation was used to estimate the approximate number of study intersections to include in the analysis.

Vehicle trip distribution will be estimated based on the relative location of complementary land uses, existing traffic patterns in the vicinity of the site, area traffic congestion, and the relative locations of freeway on- and off-ramps. Once the general vehicle trip distribution has been established, the project vehicle trips will be assigned to the roadway network and shown on figures at the intersection turning movement level for the project.

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, Fehr & Peers assume that up to 35 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.

- Fehr & Peers will summarize the results of Task 1, including a list of study intersections and the rationale for their selection, in a memorandum and submit to the City of Emeryville to review and approval. If necessary, the memorandum will also provide modifications to this scope of work. The assumptions memorandum will also outline the methods Fehr & Peers propose to evaluate the projects effect on the transit, bicycle, and pedestrian system, as well as outline the vehicle miles of travel assessment.

## **Intersection Counts and Volumes**

Based on the study locations identified in Task 1, Fehr & Peers will obtain weekday morning (7:00 AM to 9:00 AM) and evening (4:00 PM to 6:00 PM) peak period intersection turning movement counts, including a separate count of vehicles, pedestrians, bicycles, and trucks from previously completed studies in the area. We have included budget to collect counts at up to 10 intersection where existing data may not be available. Potential adjustments to the data to reflect more typical travel patterns will be discussed with the City based on the overall level of activity in the area at the time of data collection. As there may be other studies on-going at the same time, we will to the greatest extent feasible use consistent data such that the various studies all reflect the same baseline condition. If recent count data is not available at some study locations, Fehr & Peers will discuss options for estimating counts at these intersections with City staff.

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

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

## Operations Analysis

Fehr & Peers will evaluate intersection operations, including level of service (LOS) and vehicle queues, for the study intersections during the AM and PM peak hours under the scenarios described in Task 2 using the 6th Edition Highway Capacity Manual methodologies. Based on traffic operations goals identified by the City of Emeryville, Fehr & Peers will recommend measures to improve operations at the study intersections.

Fehr & Peers will also conduct a signal warrant analysis for currently unsignalized study intersections using the California MUTCD peak hour vehicular volume warrant (Warrant 3) for urban conditions to determine if the traffic added by the project would result in the need for signalization at these intersections. The signal warrants analysis will be conducted for the AM and PM peak hours under the study scenarios.

Fehr & Peers will analyze project impacts from daily traffic volumes on bicycle boulevards in the project vicinity and compare with the daily traffic volume standards established in the City of Emeryville Pedestrian and Bicycle Plan. This scope assumes daily traffic counts would be collected at up to five locations and would be calibrated using data collected in the past 5 years to estimate traffic volumes under typical conditions.

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

## Vehicle Miles of Travel (VMT) Analysis

Consistent with SB 743 requirements, Fehr & Peers will conduct a VMT analysis to determine how the expected VMT generated per employee and per resident compares to regional and citywide averages. Fehr & Peers will first conduct a VMT assessment based on screening criteria established in guidance from the Office of Planning and Research (OPR) to determine if the project can be presumed to have a less-than-significant impact on VMT. Fehr & Peers will also conduct a detailed VMT assessment that estimates project daily VMT using the Alameda CTC Travel Demand Model and the trip generation estimates. Total daily VMT will be converted into VMT per employee and per resident estimates.

Although local agencies have discretion to establish VMT-related significance criteria, OPR guidance specifies that a project generating 15 percent less than regional VMT would be considered less-than-significant. As the project contains a mixture of uses, the VMT analysis will take into consideration the potential for internal trips in the final calculation of VMT per resident and employee.

### **Congestion Management Program Analysis**

The Congestion Management Program (CMP) requires the use of the Alameda CTC Countywide Travel Demand Model to assess the impacts on regional roadways near the project site should the project generate more than 100 PM peak hour trips. Based on the project description, it is expected the project will generate more than 100 peak hour trips. We have included evaluation of up to 10 CMP roadway and freeway segments under 2020 and 2040 conditions. Additionally, Fehr & Peers will assess the projects effect on the regional transit, bicycle and pedestrian system per the CMP Land Use analysis program. The finding of this analysis related to the automobile system will also be correlated with the findings from the VMT assessment.

### **Site Analysis**

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

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

### **Collision History Analysis**

Fehr & Peers will review 5 years of collision history (vehicle, pedestrian, and bicycle) at the study intersections, as well as the road segments adjacent to the project site. Fehr & Peers will review the collision data for all modes and identify if there are any crash patterns by collision type, severity, primary

collision factor, and movement. Fehr & Peers 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, we will identify potential treatments. There may be multiple potential treatment options. We 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. We 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, Fehr & Peers will evaluate the potential impact using the Synchro software.

### **Plan Consistency Analysis**

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

## **4. Air Quality**

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 (e.g., emergency diesel generators). 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 miles travelled and 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 discuss applicable standard conditions of approval and develop mitigation measures, if needed, to reduce any impacts to levels of less than significant, if feasible.

## **5. Greenhouse Gas Emissions**

In accordance with BAAQMD's CEQA Air Quality Guidelines, Baseline will quantify greenhouse gas (GHG) emissions from construction and operation of the proposed project using the most current version of CalEEMod. It is assumed that the average daily traffic volumes on roadways near the project and the net increase in daily vehicle miles travelled and trips generated by the project will be provided by the traffic consultant. Baseline will also estimate the GHG emissions of the emergency diesel generators.

Because the BAAQMD's current CEQA guidelines do not address long-term GHG reduction goals beyond 2020, Baseline will apply either a statewide efficiency-threshold for reducing GHGs by 2030. In addition, Baseline will determine the significance of impacts related to the project's consistency with the applicable plans and regulations, such as the BAAQMD 2017 Clean Air Plan and the City's Climate Action Plan.

## **6. Energy**

Baseline will evaluate the project's potential impacts related to energy resources. Baseline will quantify proposed operational energy use based on the most current version of CalEEMod. Baseline will summarize the project's proposed energy-saving features, projected energy consumption, consistency with applicable energy efficiency policies and standards, and the potential need for new energy supplies or facilities to serve the project. It is assumed that the applicant will provide written descriptions of any proposed energy-saving features.

## **7. Hazards and Hazardous Materials**

Hazardous materials releases have been documented at several properties within and surrounding the project site. Baseline will review a Phase I Environmental Site Assessment (ESA) completed for the project site, if available. If a Phase I ESA is not available, Baseline will review soil and groundwater investigation reports for properties within and surrounding the project site to evaluate whether there would be potential impacts related to the proposed project due to past releases of hazardous materials to the environment. Baseline will discuss the potential for hazardous materials releases to occur during project construction and operation. The routine transportation and use of hazardous materials (e.g., fuel, oils, and paints) would occur during project construction. Demolition of existing structures could result in the release of hazardous building materials into the environment. Existing laws and regulations for hazards and hazardous materials that are applicable to the proposed project will be discussed. Baseline will also analyze potential impacts associated with nearby airports and implementation of emergency response plans. Baseline will discuss applicable standard conditions of approval and develop mitigation measures, if needed, to reduce any impacts to levels of less than significant, if feasible.

## **8. Hydrology and Water Quality**

Baseline will evaluate the project's potential impacts related to 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 activities at the project site could increase the discharge of pollutants to surface waters. Dewatering may also be required for excavation activities, and therefore handling and disposal of potentially contaminated groundwater may be required. Implementation of the proposed project would alter impervious surfaces and the existing drainage patterns at the project site. Baseline will discuss applicable National Pollutant Discharge Elimination System (NPDES) construction and post-construction requirements. Baseline will then evaluate the project's proposed approach to NPDES compliance and determine whether potential impacts on hydrology and water quality would be likely to occur. Baseline will discuss applicable standard conditions of approval and develop mitigation measures, if needed, to reduce any impacts to levels of less than significant, if feasible.



## 9. Geology and Soils

The project site is located in a seismically active region. Although the project site is not located within an Alquist-Priolo Fault Zone as mapped by the California Geologic Survey (CGS), a significant earthquake on one of the regional faults near the project site will likely produce strong ground shaking during the life of the project. The project site would not be subject to landslides or substantial soil erosion because the site and surrounding areas are generally flat. However, the project site is located in a mapped liquefaction hazard zone, indicating a potential for liquefaction to occur during strong seismic shaking.

Baseline will summarize the findings and recommendations of the geotechnical report, to be provided by the Applicant, for the project. Baseline will evaluate the potential impacts of the project related to geology and soils. Baseline will also describe the paleontological sensitivity of the project site and potential for the project to impact paleontological resources. Baseline will discuss applicable standard conditions of approval and develop mitigation measures, if needed, to reduce any impacts to levels of less than significant, if feasible.

## 10. 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. Baseline will evaluate the potential for construction-generated noise and vibration to impact sensitive 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 sensitive receptors. 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. Baseline will discuss applicable standard conditions of approval and develop mitigation measures, if needed, to reduce any impacts to levels of less than significant, if feasible.

## 11. Cultural and Tribal Resources

The City of Emeryville General Plan EIR prepared in 2009 does not identify any historic buildings on or near the project site. Urban Planning Partners will prepare the Cultural Resources section of the EIR. The description and analysis presented in this section of the EIR will be based on the Historic Resource Evaluation Reports to be prepared by Page & Turnbull. 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. If any of the buildings are found to be historic resources, Page &

Turnbull can analyze the potential impacts of the proposed demolition project on identified historic resource(s) pursuant to CEQA as an optional task.

Page & Turnbull will prepare two Historic Resource Evaluation Reports (HRE) for the site; one HRE will be prepared for Parcels A and B, and one HRE will be prepared for Parcel C. Subtasks for each report will include the following:

- *Field Survey:* Page & Turnbull will visit the sites to take digital photographs and make field notes. Page & Turnbull will need unrestricted access to the exteriors of all buildings and publicly accessible interior spaces to document existing conditions, as well as to record character defining features.
- *Research:* Page & Turnbull will perform archival research, as deemed necessary. Research will be completed at local repositories, which may include: the Emeryville Public Library, San Francisco Public Library, Alameda County Assessor-Recorder's Office, and the City of Emeryville Planning Division. Page & Turnbull will conduct research in online repositories such as Digital Sanborn Maps, Newspapers.com, California Digital Newspaper Collection, the Online Archive of California, the Internet Archive, and Ancestry.com. We will request any drawings or previous reports in the possession of the project team, as well as full sets of any plans or documents related to the proposed project.
- *Prepare Reports:* Once all background materials have been reviewed and research is complete, Page & Turnbull will use this information to analyze the significance of the properties. We will prepare two separate reports that include an architectural description and historical background of the existing property, as well as an evaluation of eligibility for listing in the California Register of Historical Resources as an individual resource. The report will include maps, photographs (existing conditions and historic images, if available) and other illustrations as deemed necessary.

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 Urban Planning Partners will summarize the results of this consultation in the Tribal Cultural Resources section of the EIR.

## 12. Aesthetics (Wind and Shade and Shadow)

Although an aesthetics section is not required per Senate Bill 743, a wind study, six photo simulations, and shadow analysis will be performed and the results of these analyses will be included in an aesthetics section. RWDI will prepare the wind study and PreVision Design will prepare the visual simulations and shadow analysis, as explained below.

**Shadow Analysis.** PreVision Design will gather existing building and topographical data from 3rd-party model sources, aerial photography, city records, and field observations for the environment surrounding the proposed project which contributes to the existing shading conditions surrounding any potentially affected open spaces, solar arrays, or historic resources. This along with models of currently contemplated projects in the vicinity (cumulative condition) will be used to build a virtual 3D model which will be used to simulate, calculate and/or render existing vs. proposed vs. cumulative shading impacts. It is assumed that the client will provide PreVision Design with usable 3D CAD design model and a CAD site survey and/or a site plan with referenced grade elevations shall be provided to accurately locate the

building within the existing 3D context model. Prevision Design will develop graphical shading representations that demonstrate the existing vs. new shadows for the project on the following dates: Summer solstice, Winter solstice, Spring/Fall Equinox (spring and fall are considered equivalent for the purposes of shading). Snapshot graphics will be produced at 9 am, noon, and 3pm. Two sets of shadow graphics will be produced: 1) graphical differentiation between existing shading conditions and new project shadow and, 2) graphical differentiation between existing shading conditions and new project shadow + cumulative projects. Prevision Design will prepare a short, written summary of the timing dates/times/duration of when new shadow would fall on any protected features (parks/historical landmarks/solar collectors).

## Visual Simulations

The project applicant will provide PreVision Design with exterior finish information (colors, materials, etc.), if not already present in the 3D model provided for the shadow study. With this information, Prevision Design shall modify and/or augment the building model the specified colors and materials so that it may be rendered with photo-real techniques. Prevision Design will work with UPP and the City to select up to 10-12 potentially appropriate viewpoints for visual simulations using web-based Google Earth and/or ESRI services. These will be presented for review and selection of 6 final views prior to site photography. Prevision Design will conduct site photography at predetermined locations to generate existing condition views for use as the base of visual simulations. Prevision Design will select and present the best viewpoints + alternates from all the locations photographed to UPP and the City for review and selection of the final photographic viewpoints. Task assumes sorting and selection of recommended photographic views and attendance at a working meeting to select final viewpoints.

Using the approved viewpoint photos, Prevision Design will align the 3D to match the perspective and scale of each viewpoint photo. For program analysis we will use conceptual rendering techniques and for project analysis we will use photo-real rendering techniques. We will generate draft photo simulations of the project in each of the viewpoint's context for 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 and add additional site context, as necessary.

## 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 wind study can be undertaken as either: 1) a screening-level analysis, 2) computation fluid dynamics (CFD) wind assessment, or 3) wind tunnel modeling. These three 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 modeling is reflected in the budget for this scope of work.

*Screening-Level Analysis.* A screening-level analysis is a qualitative assessment of pedestrian winds can be carried out through a desktop-based approach to provide the project team with feedback of the predicted wind conditions on and around the project site. The objective will be to estimate the comfort conditions and the risk of hazard winds around the proposed development and compare to an estimate of existing conditions.

This analysis will be based on the current design drawings, surrounding information, long-term meteorological data for the area, an understanding of the buildings and topography surrounding the project site, previous wind tunnel studies for similar projects, and RWDI engineering judgement. Proprietary in-house 3D modelling software developed by RWDI (WindEstimator) will be used to assess the development against the City of Emeryville 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.

*Computational Fluid Dynamics (CFD) Wind Assessment.* CFD wind assessments provides an early assessment of the wind conditions on and around the development to identify potentially adverse conditions, and to develop and incorporate mitigation concepts into the design that may be required in order to improve pedestrian wind conditions. The study will identify design or massing features that could cause wind comfort concerns for pedestrians throughout the development. This assessment will include computational simulations to assist with the visualization of wind patterns throughout and around the development. Utilizing RWDI's Orbital Stack platform, Computational Fluid Dynamics (CFD) modeling techniques will be used to simulate the aerodynamic influence of the development for prevailing wind directions. This information will identify the nature of wind flows that can be expected and would be used to develop recommendations about wind control concepts for improved pedestrian comfort. The results of the CFD analysis will be presented in a color graphic images to help the design team understand the flow patterns from selected wind directions. Recommendations for mitigation strategies will be provided, if high wind activity is predicted.

*Wind Tunnel Modeling.* For this approach, a scale replica of the project 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 structure.

For this approach, a proximity model that includes all buildings and geographical features located within approximately a 1,600 foot diameter of the center of the proposed site at an appropriate scale (i.e., 1:400) will be constructed. The proximity model will replicate the existing conditions adjacent to the project site. If required/authorized, additional surrounding buildings will be created for a second configuration of studies representing the addition of the future surrounding buildings. Shop drawings and images of the proximity model(s) will be sent to the project team for review and comment prior to testing. Surroundings beyond the limits of the model will be simulated by appropriate spires and roughness elements on the wind tunnel floor, to provide an accurate simulation of the wind speed profile and turbulence of the approaching wind. In this way, consideration can be made for wind profiles on a direction-by-direction basis.

A scale replica of the project site will be constructed. The scale will be selected so that it is appropriate for the size of the project, to capture the relevant architectural details and surroundings. 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.

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. Wind speed data will be collected for 36 wind directions, for a selected number of site test configurations.

The data collected from the wind tunnel will be analyzed together with appropriate wind climate statistics to predict wind comfort and safety conditions. These results will be compared to appropriate wind comfort and safety criteria, which RWDI has been developing for municipalities around the world for over 40 years. Results will be presented in a diagrammatic form, relating each measurement location with its resulting comfort/safety rating. In the event that winds exceed the desired thresholds based on the intended pedestrian use of an area, conceptual wind control strategies will be presented in the form of sketches and precedent imagery. If conditions are particularly severe in critical areas, we may recommend additional testing to develop specific solutions.

### 13. Public Services, Recreation 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, parks and recreation facilities, 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 twenty (20) 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 HEARING**

Urban Planning Partners 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 4 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 twenty (20) 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 NOA.

Our budget estimate in Table 4 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 4 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 will attend up to two public hearings, and Fehr & Peers one public hearing, 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 our Project Manager will 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**

Our team will be available to attend working sessions with City staff and the project team. Our fee estimate (see Table 4) provides for Urban Planning Partners' attendance at up to eight meetings/conference calls in addition to the project kick-off meeting. Fehr & Peers will attend up to four conference calls with City Staff, consultants, and others in conjunction with the transportation 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, including but not limited to finalizing scope, budget, and contract; managing the project team and project schedule; and quality assurance for all work conducted. We will also provide direction to all team members to ensure an internally consistent, coherent document. We 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. Our team is 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 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; and (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 project based on the scope of work detailed in Section 2 is shown in Table 3.

**TABLE 3      PROPOSED TIMELINE**

<b>Milestone</b>	<b>Responsible Party</b>	<b>Weeks to Complete</b>	<b>Cumulative Weeks</b>
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>	<i>City</i>	<i>–</i>	<i>46 weeks</i>



## 4. ESTIMATED FEE

Our estimated fee for completion of the EIR scope of work set forth in this proposal is \$476,394.

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 \$524,033. 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					Fehr & Peers					Baseline Environmental Consulting					Page & Turnbull	Prevision Design	RWDI	Team Total			
	Principal in Charge	Project Manager	Planner	Planner/Graphics	Graphics/Word Processing	UP Partners Total	Kathrin Talitz Principal-in-Charge	Jordan Brooks Project Manager	Senior Engineer	Planner/Engineer	Graphics	Administration	Fehr & Peers Total	Bruce Abell-Arenson Principal, Senior Hydrogeologist	Patrick Sutton Environmental Engineer III					My Tao Environmental Engineer II	Lisa Luo Environmental Engineer II	Consulting Total
PHASE 1. PROJECT INITIATION																						
Task 1A: Project Initiation Tasks																						
1. Start Up Meeting	2	2	2	-	-	\$1,220	2	2	-	-	-	-	\$920	-	-	2	-	\$340	\$0	\$0	\$0	\$2,480
2. Data Gathering & Evaluation	-	-	6	6	4	\$2,220	6	24	2	56	4	12	\$16,660	-	-	-	-	\$0	\$0	\$0	\$0	\$18,880
3. Base Map Preparation	-	2	-	6	-	\$1,160	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,160
4. Site Visit/Field Survey	-	2	2	-	-	\$640	-	-	-	-	-	-	\$0	-	-	2	-	\$340	\$0	\$0	\$0	\$980
5. Project Description	2	16	4	2	-	\$4,190	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$4,190
Subtotal for Task 1A	4	22	10	16	6	\$9,430	8	26	2	56	4	12	\$17,580	-	-	4	-	\$680	\$0	\$0	\$0	\$27,690
Task 1.B. Notice of Preparation																						
1. Administrative Draft N OP	1	6	-	2	-	\$1,610	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,610
2. Screencheck Draft NOP	-	2	1	-	-	\$485	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$485
3. Public Review NOP	1	1	-	-	-	\$465	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$465
Subtotal for Task 1B	2	9	-	3	-	\$2,560	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$2,560
Task 1.C. Scoping Meeting																						
Subtotal for Task 1C	2	4	4	-	-	\$1,860	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,860
Task 1D. Review of NOP Comments/Work Program Refinement																						
Subtotal for Task 1D	-	-	-	-	-	\$0	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$0
PHASE 1. PROJECT INITIATION SUBTOTAL	8	35	14	19	6	\$2,565	\$810	\$13,950	\$4,550	\$350	\$8,120	\$600	\$1,680	\$17,580	\$0	\$0	\$680	\$0	\$680	\$0	\$0	\$32,110
PHASE 2. DRAFT EIR																						
Task 2A. Effects Found Not to be Significant																						
1. Agriculture and Forest Resources	-	1	2	-	-	\$465	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$465
2. Biological Resources	-	1	6	-	-	\$1,045	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,045
3. Mineral Resources	-	1	1	-	-	\$320	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$320
4. Wildlife	-	-	1	-	-	\$145	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$145
Subtotal for Task 2A	-	3	10	-	-	\$1,975	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,975
Task 2.B. Setting, Impacts and Mitigation Measures																						
1. Land Use and Planning Policy	2	12	12	12	4	\$6,580	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$6,580
2. Population and Housing	1	2	8	-	-	\$1,800	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,800
3. Transportation	8	16	8	8	6	\$8,170	22	87	61	438	12	78	\$108,400	-	-	-	-	\$0	\$0	\$0	\$0	\$116,570
4. Air Quality	1	4	-	-	-	\$990	-	-	-	-	-	-	\$0	-	-	6	40	\$7,880	\$0	\$0	\$0	\$8,870
5. Greenhouse Gas Emissions	1	4	-	-	-	\$990	-	-	-	-	-	-	\$0	-	-	4	30	\$5,820	\$0	\$0	\$0	\$6,810
6. Energy	1	4	-	-	-	\$990	-	-	-	-	-	-	\$0	-	-	2	12	\$2,400	\$0	\$0	\$0	\$3,990
7. Hazards and Hazardous Materials	1	4	-	-	-	\$990	-	-	-	-	-	-	\$0	-	-	40	-	\$8,100	\$0	\$0	\$0	\$9,090
8. Hydrology and Water Quality	1	2	-	-	-	\$640	-	-	-	-	-	-	\$0	-	-	2	-	\$5,550	\$0	\$0	\$0	\$6,190
9. Geology and Soils	1	2	-	-	-	\$640	-	-	-	-	-	-	\$0	-	-	-	-	\$5,550	\$0	\$0	\$0	\$6,190
10. Noise and Vibration	1	4	-	-	-	\$990	-	-	-	-	-	-	\$0	-	-	4	-	\$7,520	\$0	\$0	\$0	\$8,510
11. Cultural and Tribal Resources	1	12	20	-	-	\$5,290	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$14,500	\$0	\$19,790
12. Aesthetics (Wind and Shade/Shadow)	4	20	20	4	-	\$8,100	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$18,600	\$27,000	\$53,700
13. Public Services, Recreation and Utilities	4	8	40	-	-	\$8,360	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$8,360
Subtotal for Task 2B	27	94	108	24	10	\$44,530	22	87	61	438	12	78	\$108,400	8	56	82	100	\$42,820	\$14,500	\$18,600	\$27,000	\$255,950
Task 2.C. Alternatives Analysis																						
Subtotal for Task 2C	8	32	8	16	4	\$11,780	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$11,780
Task 2D. CEQA-Required Assessment Conclusions																						
Subtotal for Task 2D	-	6	4	-	-	\$1,630	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$1,630
Task 2E. Prepare Draft EIR																						
1. Administrative Draft EIR	12	16	12	12	14	\$11,530	3	10	-	6	2	4	\$4,335	2	5	7	9	\$4,070	\$0	\$0	\$0	\$19,935
2. Screencheck Draft EIR	6	14	20	4	6	\$8,440	1	6	-	1	-	-	\$1,480	1	5	7	9	\$3,845	\$0	\$0	\$0	\$13,765
3. Public Review Draft EIR	2	8	16	12	4	\$6,460	-	4	-	1	-	-	\$845	1	2	2	2	\$1,265	\$0	\$0	\$0	\$8,570
Subtotal for Task 2E	20	38	48	28	24	\$26,430	4	20	-	8	2	4	\$6,660	4	12	16	20	\$9,180	\$0	\$0	\$0	\$42,270
Task 2F. Mitigation Monitoring and Reporting Program																						
Subtotal for Task 2F	2	4	8	-	2	\$2,710	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$2,710
Task 2G. Draft EIR Hearing																						
Subtotal for Task 2G	4	6	-	-	-	\$2,210	-	-	-	-	-	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0	\$2,210
PHASE 2. DRAFT EIR SUBTOTAL	5	61	183	186	68	\$40	\$91,265	\$7,410	\$18,725	\$10,675	\$64,670	\$2,100	\$11,480	\$115,060	\$2,700	\$12,240	\$16,660	\$20,400	\$14,500	\$18,600	\$27,000	\$318,425



# City of Emeryville

CALIFORNIA

## EXHIBIT B

### Contract Insurance Requirements

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

#### 1. MINIMUM REQUIREMENTS

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

##### 1.1 *Minimum Scope of Insurance*

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

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

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

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

## **1.2 Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

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

**OR**

☐ **Construction Specific**

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

☒ **Automobile Liability**

**\$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:

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

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

☒ **Automobile Liability**

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

☒ **Professional Liability Coverage**

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

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

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

☐ **Pollution Liability Coverage**

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

**ALL COVERAGES**

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

**3. NO SPECIAL LIMITATIONS**

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

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

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



## **5. ACCEPTABILITY OF INSURERS**

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

## **6. VERIFICATION OF COVERAGE**

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

## **7. SUBCONTRACTORS**

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

## **8. REPORTING OF CLAIMS**

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

*Attach:  
Insurance Certificate and Endorsements*