

REDEVELOPMENT AGENCY AND

THE CITY OF OAKLAND

AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 OCT 30 PM 6:10

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Community and Economic Development Agency
DATE: November 12, 2008

RE: **An Agency Resolution Authorizing A Contribution Of An Amount Not To Exceed Two Million One Hundred and Thirteen Thousand Twenty Four Dollars (\$2,113,024) from the Coliseum Redevelopment Project To The City Of Oakland Under The Cooperation Agreement To Fund The Development Of The Central Estuary Area Specific Plan And Environmental Impact Report**

A City Resolution Accepting and Appropriating A Contribution Of Redevelopment Agency Funds Under the Cooperation Agreement In An Amount Not To Exceed Two Million One Hundred and Thirteen Thousand Twenty Four Dollars (\$2,113,024) And Authorizing The City Administrator To Negotiate And Execute A Professional Services Agreement With Community Design + Architecture For Development Of The Central Estuary Area Specific Plan In An Amount Not To Exceed Two Million Fifty One Thousand Four Hundred Eighty Dollars (\$2,051,480)

SUMMARY

In the Central Estuary Area, continued development pressure coupled with conflicting land use priorities, and essential infrastructure deficiencies necessitate a formal planning process. Staff requests City Council approval of two resolutions to award a contract to Community Design + Architecture, Inc. (CD+A) for the preparation of a Specific Plan and Environmental Impact Report (EIR) for the Central Estuary Area which generally encompasses 19th Ave. to the north, 54th Ave. to the south, I-880 to the east and the Bay to the west.

The first resolution is to retain the planning, urban design and architecture firm of CD+A to produce a Specific Plan (including land use and transportation analysis, cost estimates, design standards, Environmental Impact Report and recommendations related to land acquisition and infrastructure improvements) for the Central Estuary Area in accordance with the scope of services outlined in the July 2008 Request for Proposals and accepting and appropriating a contribution of Redevelopment Agency funds.

The second resolution authorizes a contribution of \$2,113,024 from the Coliseum Redevelopment Project Area under the cooperation agreement to fund the development of the Central Estuary Specific Plan and Related Environmental Impact Report.

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FISCAL IMPACT

The fiscal impact to produce the Central Estuary Area Specific Plan and EIR is reflected in the not-to-exceed amount of the Professional Services Contract of \$2,051,480. This amount includes \$1,650,800 for basic services and a project contingency of \$400,680. An additional 3% of that amount, or \$61,544, will be set aside for the City's contract compliance costs, for a total project cost of \$2,113,024. The Redevelopment Agency will fund the contract during Fiscal Year 08-09' from the Coliseum Operations Fund (9450), Coliseum Redevelopment Organization (88659) Coliseum Redevelopment Miscellaneous Operating Project (\$82600). The fiscal impact of implementing the Specific Plan, and of operating and maintaining the future improvements, will be unknown until the cost estimates tied to the project are completed.

BACKGROUND

A series of Community and Economic Development (CED) Committee and City Council meetings were held from July of 2007 to March of 2008 to discuss the need for a Specific Plan for the Central Estuary Area, which generally encompasses 19th Ave. to the north, 54th Ave. to the south, I-880 to the east and the Bay to the west (see attached Location Map, Attachment A). The City Council directed staff to develop a proposal for a scope of work, budget and steering committee to direct a Specific Plan and EIR process. Staff convened three community meetings to develop the scope of work and to discuss merits of a Specific Plan steering committee. Ultimately, both staff and the community agreed that a steering committee was unnecessary. A tentative budget of \$2.5 million was accepted for the scope of work. The Oakland Redevelopment Agency agreed to finance the preparation of the Specific Plan and EIR, and the City Council directed staff to issue a RFP to hire a consultant to prepare the Specific Plan and EIR.

KEY ISSUES AND IMPACTS

A Request for Proposals (RFP) was issued on June 24, 2008, for the preparation of both a Specific Plan for the 428-acre Central Estuary Area and a supporting EIR. The City solicited written proposals from interested and qualified firms with significant experience in land use planning, community participation, environmental impact analysis and associated fields. The RFP was sent to a comprehensive list of planning consultants, and was posted on the City's Planning and Zoning website.

The RFP provided a brief overview of the Specific Plan planning area, proposal information, a scope of services, as well as information about the RFP submittal, evaluation and selection process. The RFP highlighted the major issues and challenges facing the Central Estuary Area and provided a scope of work for preparing a Specific Plan and EIR to address those challenges. The RFP also described efforts underway in the area including efforts associated with the

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Coliseum and Central City East Redevelopment Areas, Measure DD projects and other infrastructure/ transportation improvement studies and projects underway.

Over 50 consultants attended a pre-proposal conference where staff discussed the purpose of the Specific Plan and key points to address in proposals. Other information was presented such as an overview of existing land uses in the area, background information on industrial land use policy in the City, as well as relevant plans, studies and initiatives for the area. Staff then engaged in a question and answer period with consultants. A document listing consultant's questions and staff responses was provided to each consultant and posted online.

The City received a total of seven proposals. A team of staff members representing various City departments was formed to evaluate the proposals and provide feedback about each submittal. Representatives from Planning and Zoning, Redevelopment, Economic Development, Measure DD, Transportation Services and Environmental Services comprised the staff review team. Each reviewer completed an evaluation form which was used to rank the proposals. The evaluation criteria were as follows:

- 1) Overall quality and organization of the submittal
- 2) Quality and appropriateness of the project team
- 3) Appropriate personnel
- 4) Ability to meet project deadline
- 5) Proposed project budget
- 6) Quality and appropriateness of proposed project *approach* and *scope* for the Specific Plan and EIR.

Reviewers assigned numerical scores to the responsiveness of the written proposal to each evaluation criteria. Each criterion was weighted with the highest amount of possible points appropriated to the 6th criterion, the quality and appropriateness of the proposed project *approach* and *scope*. Teams were ranked according to their written proposal's score. Each team that responded to the requirements of the RFP was invited to an interview.

An interview panel comprised of the City Administrator, the Interim Deputy Director of the Community and Economic Development Agency, council aides assigned by the CED Committee Chair and the Project Area representative, and Transportation Services and Strategic Planning staff interviewed the firms. The consultant firms interviewed included:

- **RRM** Design Group
- Design Community & Environment
- Community Design + Architecture
- SMWM
- Sasaki

The consultant teams' proposed project manager and economic, outreach and health impact assessment sub-consultants, as well as their transportation and environmental sub-consultants attended the interview. The consultant teams made presentations and answered questions about their proposals. Specific interview questions related to the team's waterfront experience, including the firm's role in the preparation of Specific Plans and related documents. Teams were asked to elaborate on their proposed approach to the community outreach process, community impact assessment process and environmental assessment process. Additionally, teams were asked about their approach to making land use decisions for the area, as well as the infrastructure and traffic challenges they see confronting the area.

CD+A (Oakland), the top rated firm, was selected to work with the City to prepare the Specific Plan. They exhibited the strongest project management and showed a demonstrated understanding of the issues facing the Central Estuary Area and outlined an approach to addressing those issues through the preparation of a Specific Plan that was both unique and comprehensive.

CD+A brings extensive experience in projects that are similar in scale and scope to the Central Estuary Area Specific Plan, including specific plans, concept plans, waterfront design guidelines and area development strategies. They have worked on Vallejo's Waterfront Design Guidelines, the Downtown Martinez Specific Plan, the South Hayward BART/Mission Boulevard Concept Plan and the East 14th Street South Area Development Strategy.

The proposal and fee schedule submitted by CD+A is believed to represent a fair and reasonable fee for services that will fulfill the desired Specific Plan and EIR objectives, per the submitted Scope of Services (Attachment B) and standard City Professional Services Agreement (Attachment C). City staff is currently negotiating refinements/clarifications to the scope and budget and will present, in a Supplemental Agenda Report, the results of those negotiations. It is not anticipated that the overall contract amount will increase, although the amounts for basic services is expected to go up and the contingency amount will be correspondingly reduced.

Local subconsultants for the specific plan and EIR include CirclePoint (CEQA and Public Outreach), Strategic Economics (Economic Consulting) and ARUP (Transportation and Engineering) and will provide a total SLBE participation of 94.19% of the contract amount.

PROGRAM DESCRIPTION

Central Estuary Area Specific Plan will include a comprehensive evaluation of the following topics:

- 1) Overall plan objectives for land use and development, transportation and circulation, urban design and waterfront access and recreational opportunities within the study area.
- 2) Site organization including distribution, location and extent of land uses, including open space within the area covered by the plan.
- 3) Regulatory framework for achieving preferred land use model (e.g., zoning and parking amendments, redevelopment authority).
- 4) Urban design goals expressed through form-based design standards and guidelines that integrate existing historical resources in the area and enhance development opportunities and maintain uniform building and signage appearance.
- 5) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste, disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- 6) Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable.
- 7) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (2), (3), and (4).
- 8) Detailed cost estimates for recommended improvements and a phasing strategy for implementation of required public improvements if full funding is not immediately available.
- 9) Consistency with zoning, general plan and area redevelopment plans.
- 10) Environmental Impact Report (EIR) to satisfy the requirements of CEQA.

The work program for development of the Specific Plan includes four phases. The first phase of the Specific Plan planning process includes baseline data collection and assessment. This will include assessing potential health impacts. The second phase includes working with the community to develop three land use/urban design alternatives. For the purposes of policy discussion and environmental assessment, the alternatives will contrast different land use compositions and intensities. The consultant will also prepare a market demand analysis for the types of potential land uses for the Specific Plan study area, as well as an analysis of potential sources of additional jobs and the workforce characteristics needed for any potential future jobs. The third phase includes drafting the Specific Plan and EIR. The final phase involves adoption of the Specific Plan and EIR by the City Council.

All phases of the Specific Plan will be built upon broad public involvement, and on creative methods for finding common ground among diverse groups: community members, neighborhood groups and business organizations, business owners, property owners and developers. The

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consultant will develop a detailed outreach and public participation strategy that includes creative alternative approaches to maximize participation from traditionally underrepresented stakeholder groups, such as members of lower-income renter communities and non-English speaking communities.

The project is scheduled to be completed over an 18 month timeframe, after issuance of the Notice to Proceed for the professional services contract. After 18 months the Public Review Draft Specific Plan and EIR will be prepared, with the hearing and adoption process following, with adoption slated for November 2010, for a total of 24 months. The timing of the Specific Plan and EIR will be overlapping so that the preparation of both documents will be parallel and iterative; the information collection and analysis will be used for both documents. Development of the mitigation measures included in the EIR will be an iterative process concurrent with the development of the Specific Plan such that the mitigation measures can be converted, where appropriate, to Specific Plan goals, policies, and implementation measures.

Community participation is an essential component of the preparation of the Central Estuary Area Specific Plan, and major project milestones correspond with the timing of community workshops. A total of eight community workshops are scheduled throughout the completion of the Specific Plan planning process. Each of the community workshops will provide essential information to either inform the direction of the process, or to provide feedback about various draft proposals. The following table lists the timing of community workshops.

Community workshop #1: visioning and goals	Feb 2009
Community workshop #2: feedback on draft goals/objectives	Feb 2009
Community workshop #3: existing conditions/opportunities and constraints findings	Mar 2009
Community workshop #4: input for preliminary land use/urban design alternatives	Apr 2009
Community workshop #5: draft land use/urban design alternatives and analysis	Aug 2009
Community workshop #6: selection of preferred alternative	Sep 2009
Community workshop #7: draft specific plan and guidelines	Oct 2009
Community workshop #8: revised draft specific plan and guidelines	Nov 2009
Public review draft EIR	May 2010

SUSTAINABLE OPPORTUNITIES

Economic: The proposed development of a specific plan in the Central Estuary Area is intended to strengthen and support existing communities through creation of compact communities with a diverse mix of housing, jobs, activities, and services to meet the daily needs of residents. Specific plans seek to increase housing choices and affordability and increase transportation efficiency and choices throughout Oakland.

Environmental: By creating a specific plan, development opportunities, protection and stewardship for natural habitats, open spaces and agricultural land can improve. Concentrated development can also conserve resources, promote sustainability, and improve environmental quality.

Social Equity: Providing affordable housing and access to a variety of goods and services in a mixed use environment with direct access to transportation can increase and improve access to public health resources and increase safety within a community.

DISABILITY AND SENIOR CITIZEN ACCESS

Opportunities for disability and senior citizen access will be identified as part of the Specific Plan planning effort. Staff will request the City's accessibility program coordinator to collaborate with the consultants to maximize accessibility for opportunities for all potential users. No disability and senior citizen opportunities are currently identified.

RECOMMENDATION(S) AND RATIONALE

Staff recommends approval of two resolutions:

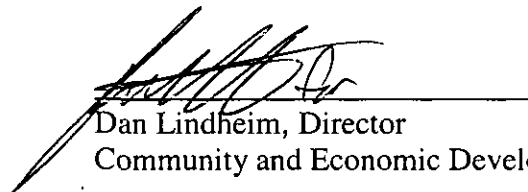
- 1) An Agency resolution authorizing a contribution of \$2,113,024 from the Coliseum Redevelopment Project Area under the cooperation agreement to fund the development of the Central Estuary Specific Plan and related Environmental Impact Report.
- 2) A City resolution accepting and appropriating a contribution of redevelopment agency funds under the cooperation agreement in an amount not to exceed \$2,113,024, authorizing a professional services agreement with CD+A in an amount not to exceed \$2,051,480 for design, feasibility environmental review, and project contingency associated with development of a specific plan for the Central Estuary Area, and provide \$61,544 as a contract compliance set-aside, for a total project cost of \$2,113,024.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the attached resolutions authorizing:

- A contribution of \$2,113,024 in funds from the Coliseum Redevelopment Project Area to fund the development of the Specific Plan and EIR.
- Acceptance and appropriation of \$2,113,024 in Redevelopment Agency funds and a professional service agreement for planning and design services associated with completion of a Specific Plan and EIR for the Central Estuary Area.

Respectfully submitted,

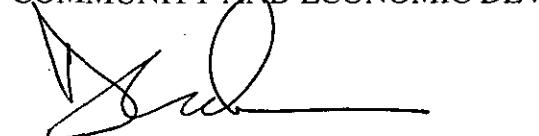


Dan Lindheim, Director
Community and Economic Development Agency

Reviewed by:
Eric Angstadt, Interim Deputy Director, CEDA

Prepared by:
Alicia Parker, CEDA, Planning and Zoning
Strategic Planning Division

APPROVED AND FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:

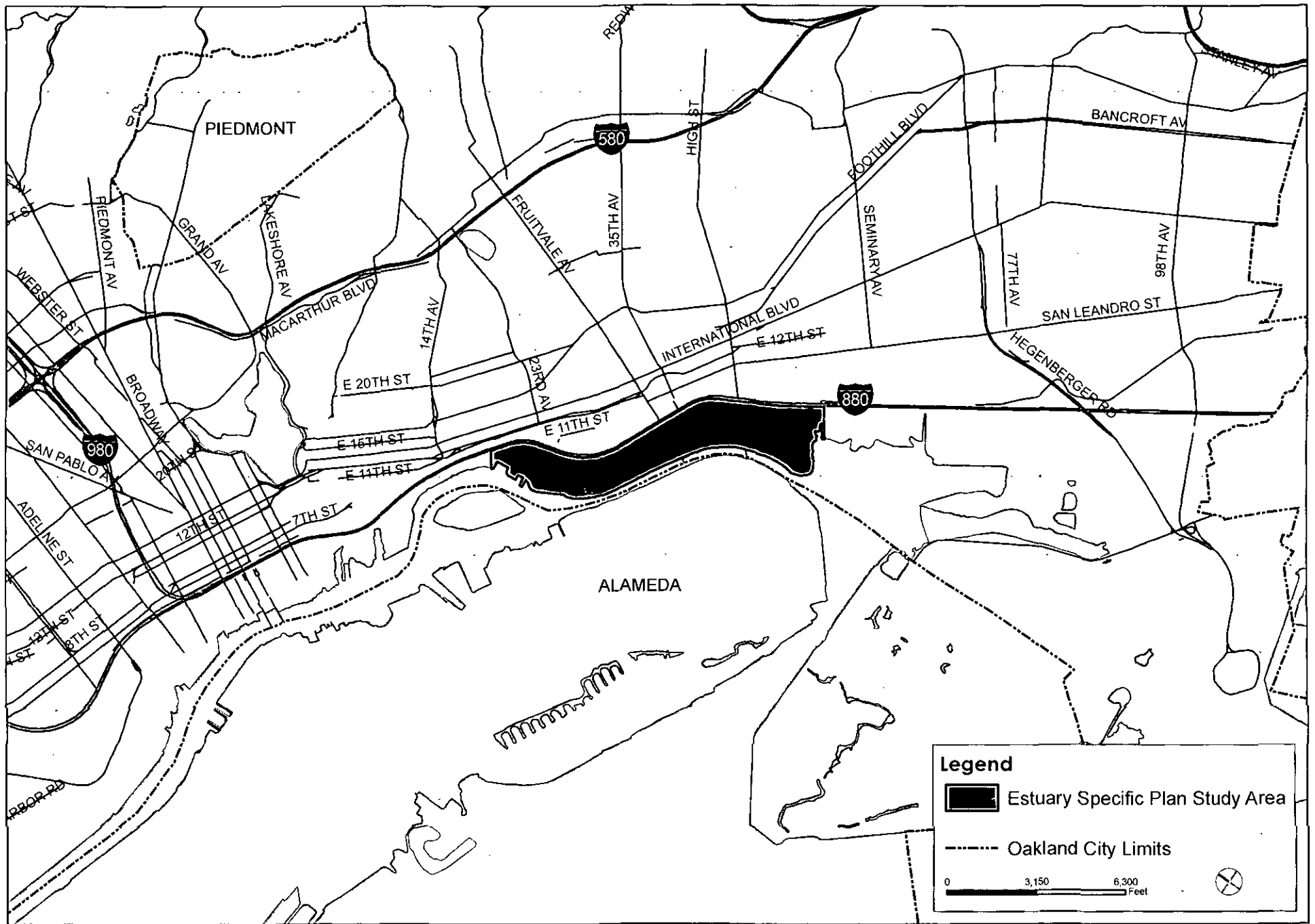


Office of the City/Agency Administrator



Attachments:

- A. Location Map
- B. Proposal Scope of Services
- C. Standard Professional Services Agreement


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Legend

-  Estuary Specific Plan Study Area
-  Oakland City Limits

0 3,150 6,300 Feet



Location Map

Scope of Services

The CD+A Team proposes the following scope of services to achieve the goals of the project as stated in the Request for Proposals. We are open to negotiating the scope and budget if selected.

Task 0: Project Management and Coordination

Task 0.1: On-Going Project Management and Quality Control

CD+A will be responsible for ongoing management of the project and communication with City of Oakland staff to coordinate the scheduling of meetings and presentations, and to produce project deliverables in a timely fashion.

CD+A uses an open management approach in which communications between CD+A and City of Oakland staff occurs on an as-needed basis. This approach is facilitated through CD+A's Project Manager, **Tim Rood**, and is supplemented by formal management meetings/conference calls as called for by the CD+A Project Manager and/or City staff as required to efficiently move the project forward.

Task 0.2: Finalize Scope and Schedule

Following the contract award, the CD+A Team will attend a kick-off meeting with City staff. The goal of this meeting will be to finalize the scope, budget, and schedule for the project as proposed in this Scope of Services. The CD+A Team and City staff will also discuss and refine the project approach to the Community Meetings. This meeting will also serve as an opportunity for City staff to pass along background information to the CD+A Team, including City base maps, GIS data and background documents.

Key Meetings and Deliverables for Task 0

- Final Scope and Schedule

Task 1: Project Initiation

Task 1.1: Team kickoff and site visit

CD+A team members will conduct a site visit with City staff to document existing conditions, including existing land uses, parks and other open space amenities, roads, adjacent properties and development, and other conditions which may be pertinent to the development of the specific plan. As part of the CD+A team, Arup will conduct reconnaissance to verify utility locations and assess stormwater conditions. This body of information will be used in work products through the course of the project and will be made available to City staff.

Task 1.2: Background Research and Documentation

The CD+A Team will compile an annotated bibliography of available background and reference documents and will create an internal web or FTP site to make documents available to the consultant team.

Task 1.3: Base Mapping

The CD+A Team, in communication with City staff, will gather base information for the study area outlined in the RFP and its immediate vicinity, including aerial photographs, parcel data, and pertinent written documentation to begin assessment of baseline conditions. This work will build on the GIS base map for the area already prepared by Urban Explorer for the OaklandExplorer website. Urban Explorer will add additional layers/datasets to the OaklandExplorer database as needed (see Tasks 4.2 and 4.3) and create an interface for querying/analyzing underutilized sites based upon multiple criteria. CirclePoint will be involved in adding layers to the base map for use throughout the CEQA process (see Task 9). Arup will compile CAD files of available information on wet and dry utilities.

It is anticipated that the following documents will be provided to the CD+A Team at the start of the project: Existing utility maps in digital format (AutoCAD, Microstation or GIS) from utility providers and City of Oakland, and a topographic survey in digital format. If a topographic survey is not available, this can be provided as an additional service. Existing utility locations will be determined utilizing mapping to be provided by the City of Oakland and/or utility providers. The provision of an existing utility survey is not included.

Task 1.4: Community Workshop #1: Visioning and Goals

CirclePoint and CD+A will begin by conducting stakeholder interviews with public agency representatives, commercial and industrial land owners, the local artist collective “Jingletown Arts and Business Community”, and local residents.

Using the perspectives and viewpoints from the interviews as a guide to the range of interests, the first community workshop will be designed with an objective of helping the participants articulate a collective vision for the specific plan area. The format of the workshop would likely include small break out groups to collect input on a range of topics including housing, infrastructure, traffic, industrial and commercial uses, etc.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

The Community Outreach Report will document the public outreach program, the methods employed, the input gathered from stakeholders and the public, provide analysis of the issues of concern and recommendations. This report will also provide recommendations that the Specific Plan should address.

Task 1.5: Community Workshop #2: Feedback on Draft Goals/Objectives

CirclePoint and CD+A will summarize the feedback from the in depth interviews, and first community workshop on visioning to articulate draft goals and objectives for the Central Waterfront Specific Plan area. This refinement of the goals will be done jointly with City staff to incorporate the prior recommendations in the 1999 Estuary Plan.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website

- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Key Meetings and Deliverables for Task 1

- Team Kickoff Meeting and Site Visit
- Community Outreach Report
- Community Workshop #1
- Community Workshop #2
- Base Maps

Task 2: Public Outreach Strategy

Task 2.1: Education and Information Phase

CirclePoint will take the lead in introducing the public to the specific planning process for the. This phase will begin with communicating the goals and recommendations of the Estuary Policy Plan, completed in June, 1999.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Develop a project Website to outline the specific planning process, describe the benefits of transit-oriented development, and summarize the prior findings and recommendation of the Estuary Policy Plan. The Website will be updated at future phases of the planning effort.

Task 2.2: Planning Phase

CirclePoint will ensure that the public involvement process is well integrated into the decision-making and environmental processes, CirclePoint will meet regularly with agency staff and the consultant team to discuss the technical milestones and project deliverables, the public involvement strategy, and the proposed schedule. The consultant team will work to maintain a continued, positive public image through broad public outreach and strong effort to solicit input.

To build on the initial education/information phase and support the public outreach phase, CirclePoint will employ a range of communication tools, including the development of a project website, the creation of a study area map, and working in conjunction with the City, outreach and meeting materials in multiple languages. Since all community members will not be able to attend public meetings, other methods will be developed to solicit and receive their input.

For each public outreach meeting CirclePoint will:

- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Draft meeting agenda and materials for presentations
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input

- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Task 2.3: Outreach Phase

The information obtained through the interviews and public meetings will be used to develop a Draft Specific Plan. A public open house meeting will be conducted to inform interested community members about the content of the draft final document and the planning process to date. A series of information stations will be present at the meeting to highlight significant aspects of the Draft Plan. The consultant team and City staff will be available at the public open house for an informal question and answer period regarding the Draft Plan.

To support this phase CirclePoint will:

- Announce and notice meeting through distribution lists, press release
- Update content of the Project Website
- Draft notification flyers and a newspaper advertisement
- Design and produce a Draft Specific Plan brochure for public distribution and make available as a file on the project website
- Develop exhibits for informational stations for up to six display boards.

Task 3: Inventory of Existing Conditions

The work of Task 3 will be performed concurrently and closely coordinated with the CEQA baseline.

Task 3.1: Land Use/Urban Form

CD+A will prepare an analysis of existing land use types, densities and development conditions within the Study Area. This assessment will include:

- Existing and planned land use patterns and urban form (i.e., historic development patterns, building massing, height, architectural character, and relationship to the street). This will include a review of existing zoning, general plan, and other development regulations and policies;
- Existing and planned streetscape and public open space improvements and other planned and programmed capital improvements (i.e., planned new roads, streetscape and lighting).

Task 3.2: Sustainability Opportunities and Constraints

Working closely with all members of the design team, and drawing on the findings of the other studies being undertaken as part of Task 3, Arup will characterize the potential of the Specific Plan area to support a range of strategies and initiatives to help meet the goals of the City of Oakland Sustainable Community Development Initiative and the United Nation's Urban Environmental Accords (to which the City of Oakland is a founding signatory). In particular, we will identify potential opportunities and constraints associated with:

- Reducing energy and water consumption of the development;
- Helping the City meet its climate change targets and obligations under its membership of the Chicago Climate Exchange;
- Helping the City meet its zero waste goal for 2020;
- Protecting and enhancing the local environment in the Central Estuary area;
- Reducing congestion and traffic-related air quality impacts;

- Greening the local economy (e.g. opportunities for industrial symbiosis, clean technologies; urban food production).

Task 3.3: Transportation Conditions Evaluation

Arup will assess the study area from a multi-modal perspective, examining existing roadway connections and congestion, parking supply, transit service and patronage, and bicycle and pedestrian network facilities and access issues. Arup will review studies and documents including the Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines; Bicycle Master Plan, Pedestrian Master Plan, and other relevant General Plan Elements; Measure DD projects and plans; plans for redevelopment areas, capital improvements, and AC Transit; and relevant traffic impact studies. Key site opportunities and constraints will be identified to inform the development of alternatives. The Existing Transportation Conditions Evaluation will be suitable for ultimate inclusion in the EIR as part of the Transportation Impact Assessment with minimal modification.

Task 3.4: Infrastructure and Public Facilities

Arup will review existing utility plans and survey information to assess the existing site drainage and wet/dry utility systems, including sanitary sewer, water, gas, electrical power and telecommunications. Arup will meet with each of the utility providers (up to a total of 6 meetings) to understand the likely condition and potential capacity of each existing system.

Arup will assess and document the existing public facilities located on the site and will interview appropriate City staff (up to a total of 6 meetings) to identify future operational requirements of these facilities. Arup will also prepare minutes of meetings with utility providers and public facility staff, identify additional data needs and complete data summaries for use in subsequent planning and analysis activities.

Task 3.5: Existing Conditions Report

CD+A will compile the results of Tasks 3.1 through 3.4 into an illustrated summary existing conditions report. This document will provide a reference throughout the development of project alternatives in Task 5 and will provide a baseline for the development of the Draft Specific Plan in Task 6. The Existing Conditions report will also include a summary of key environmental conditions identified in the EIR setting, which will be developed concurrently (see Task 8.1). A PDF of this document will be made available for posting on the project web page.

Task 3.6: Community Workshop #3: Existing Conditions/Opportunities and Constraints

CirclePoint, CD+A and other team members, will define the existing conditions, opportunities and constraints of the Specific Plan area. Our expectation would be a two-part workshop, with an in-depth presentation of existing conditions, followed by a discussion of the possible opportunities working within the existing conditions. Depending on the nature of the content the delivery of the presentation may be done through either panel discussion, slide presentation, or information stations. In any chosen method for the public meeting, the same content will be made available on the project website.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input

September 5, 2008

- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Key Meetings and Deliverables for Task 3

- Existing Conditions Report
- Community Workshop #3 – Existing Conditions and Visioning

Task 4: Demographic, Socio-Economic and Market Conditions

Task 4.1: Select Healthy Development Measurement Tools

The entire HDMT indicator system includes 6 elements, 28 objectives, and 122 indicators. However, the system has been designed so that each community can sort through and pick the indicators that are most relevant to their situation, thus narrowing down the scope of the health indicators analysis. The CD+A Team, with specific input from Dr. Bhatia, will conduct a preliminary review of the HDMT indicators and select those that seem most appropriate for the Central Estuary. This list will then be vetted with the community to be sure that it is comprehensive and addresses the full range of community health concerns. Once these indicators have been selected, the appropriate baseline data will be collected and analyzed.

As part of this effort, any individual health indicator data, such as reported asthma cases, obesity, or infant mortality, that are collected and reported at the neighborhood level will also be collected for the Study Area and benchmarked against data from Alameda County to understand more about what health issues are facing current Central Estuary residents. These will help to guide the decision about what HDMT indicators should be selected.

Once the HDMT indicators have been selected, the baseline analysis will be conducted to evaluate how future development might impact the health of community residents. This analysis will also fold into the Alternatives analysis in Task 5.

Task 4.2: Resident Profile

Demographic data for Study Area residents will initially be compiled using the 1990 and 2000 Census. Then, data for 2007 will be gathered from both the three-year rolling sample of the American Community Survey for Oakland (to be released at the end of 2008 with a larger sample to improve accuracy) and Claritas, a private purveyor of market and demographic information, at the neighborhood level. However, since the Claritas data rely mostly on simple trend extrapolation from 2000, they tend to be inaccurate; thus, this information will be tempered by qualitative information from key informants. This analysis will focus on looking at the trends in neighborhood demographics focusing on total population, race, income, tenure, occupation, level of educational attainment, employment status, age distribution, and household structure (e.g., household size, families with children), and journey to work. The Center for Community Innovation (CCI) will also add data related to the residential vulnerability and displacement indicators they are in the process of developing for ABAG to help determine whether residential displacement will be an issue in the future.

Although census data are not available at the parcel level, these data will be mapped at the smallest possible geography (block or block group) to allow for demographic factors to be included in the spatial analysis of development opportunities and constraints.

Task 4.3: Business Profile

Building on work already completed by Urban Explorer for the area, which includes employment data going back to 1998, Strategic Economics, Urban Explorer, and CCI will create a comprehensive profile of businesses in the Study Area. Dun & Bradstreet data for the most recent year available will be purchased to update Urban Explorer's historic information, and private vendor data will be cross-checked with the City's ES 202 data. An employment trend analysis will focus on job change in the area by sector. However, just focusing

on employment trends will not tell the whole story of the Estuary employment base. The jobs will also be grouped into clusters to identify which businesses fall into larger groupings such as “green businesses” or other categories established by organizations such as the Oakland Chamber of Commerce or the Oakland Commerce Corporation (OCC).

The team will also analyze future job growth by job quality and wages. More qualitative information about such issues as infrastructure needs, work force needs, lease expiration, and plans to stay or relocate will be gathered for key sectors through follow-up telephone calls. Which sectors will be targeted for follow-up phone calls will be determined jointly by the consultant team and City staff. Other information about business issues will be taken from sources such as the OCC business survey completed in 2006. This survey finds, among other things, that finding qualified employees is a major issue for many businesses in the Estuary area, and that a significant percentage of these businesses have expiring leases. These two factors may be causing some businesses to be thinking about relocating out of Oakland. Connecting these findings to data on overall employment trends will provide considerable insight into what areas of the Central Estuary’s employment are relatively stable, and which might see a near term turn over in existing businesses.

All current and historic employment information is available on a parcel-by-parcel basis so that it will be possible to look at employment trends not just in a numerical sense, but also in a spatial context. This information will allow all participants in the planning process to see what has happened in the area over time. In addition, information on the built environment, such as building footprint and recent development activity, is also available through the Oakland Explorer website. Although some updating will be required, when compared again the employment trends, it will also be possible to see what kind of relationship seems to be emerging between the built environment and employment. Also, the National Establishment Time Series (NETS) database will be used to determine what sectors have moved in and out of the Study Area since 1998, and what types of businesses have either started up in the area (births) or gone out of the business in the area (deaths). These data will help to round out the business profile in terms of employment and business trends.

Task 4.4: Market Assessment

The real estate market assessment for the Central Estuary will have three components. The first two focus on supply factors, and the third focuses on demand. First, supply-related information, including information about current market activity, including current vacancy rates, rents/sales prices, recent development activity, and planned and proposed projects will all be documented. These data will be gathered through published data sources, interviews with real estate brokers active in the area, and to the extent relevant, interviews with developers active in the area. Second, the supply analysis will focus on development potential and where, from a market perspective, different uses would prefer to locate. For example, while retail uses may want to locate along the Highway 880 frontage to take advantage of access and visibility features, these same users may not be interested in a location on Tidewater, even though the street is only two blocks from Highway 880. Having this kind of general assessment of development potential, even if market demand for a use is weak right now, will assist in making assumptions about what kind of future uses could be appropriate in different subareas within the Study Area.

Finally, the demand-driven analysis will build on the employment trend data from the previous task as well as using employment projections to measure future demand for employment supporting uses in the Central Estuary by sector. The demand analysis will use existing employment projections for Alameda County and Oakland, generated by ABAG, to determine how much future growth there will be in sectors that are either stable or growing in the Study Area currently, as well as looking at areas of future employment growth that could be accommodated in the Area, but are not necessarily located there now.

For example, the Central Estuary may not have any green industries currently present, but if this is considered a growth industry for the County overall, then it will be evaluated to see if the locational needs of the component businesses being classified as “green” could be satisfied by the Central Estuary location. Employment demand

will be translated into building and land demand as well, using standard assumptions about employees per square foot and typical FARs. As a further “check” on the ABAG employment projections, the consultant team will also use employment projections from the California Employment Development Department as well as Woods and Poole, a private economic forecasting company that does annual demographic and employment projections for every county in the United States.

Both the supply and demand analyses will include qualitative information from key informant interviews as well as qualitative data when appropriate. Among other things, these interviews will provide critical information not just about development opportunities and market demand, but also about any outstanding issues related to the strengths and weaknesses of existing infrastructure in the area.

Residential demand will be considered primarily in the assessment of whether appropriate development sites are available to accommodate housing. Actual demand for housing will not be quantified.

Key Meetings and Deliverables for Task 4

- Socio-Economic and Community Health Report
- Resident Profile Report
- Business Profile Report
- Market Demand Analysis Report

Task 5: Land Use and Urban Design Alternatives Analysis

Task 5.1: Community Workshop #4: Input for Preliminary Alternatives

The CD+A Team will conduct a public workshop to gather community input and priorities to guide the development of preliminary alternatives.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Task 5.2: Opportunity Site Assessment

CD+A will work with Strategic Economics (SE), Urban Explorer and CCI to identify potential sites for new development or redevelopment, building on any opportunity sites previously identified by the City. Urban Explorer will create a parcel and area based data base that can be used to create a series of “what if” scenarios where a variety of criteria can be used to determine what site attributes might be used to determine whether or not a site could be reused for another purpose. The user interface will allow people to search the database for parcels that meet any number of criteria and see a map highlighting those parcels. This tool could also quantify simple attributes such as the total number of acres involved, the number of jobs currently on sites under

consideration, and the number of development proposals that may already exist for these sites. Using this tool will help to quickly set up the alternatives analysis and begin to highlight the kinds of tradeoffs associated with different options for the future. To the extent possible, the HDMT indicators will also be integrated into this tool to add a quick assessment of community health implications from various scenarios as well.

Site attributes to be included in the database include such items as: existing uses and users, the size and dimensions of the sites, and the relationship of the sites to key features such as major intersections or transit facilities, HDMT, and other variables developed during the Existing Conditions analysis in Task 4, vacant sites, sites with buildings that may be nearing the end of their life cycle, commercial space with outmoded formats, or sites where the potential value from new development exceeds the value of the existing use. Results from the market analysis in Task 4.4 will also be taken into consideration. This opportunity site assessment will also estimate the short, mid, and long term potential for development opportunities in the Corridor (e.g. vacant sites may have short term potential, while sites with outmoded commercial uses may have longer term potential).

Task 5.3 Land Use/Urban Design Alternatives

CD+A will lead the Team in preparing three sketch land use alternatives for the Study Area. The alternatives will develop basic concepts of land use, building mass and height, and alternative circulation patterns. The sketch alternatives will be developed to a level of detail sufficient to allow for discussion with City staff and key station area stakeholders as well as analysis of potential development yield. As part of the development of the alternatives, CD+A will meet with the Parks and Recreation Advisory Council to discuss plan proposals that relate to the Bay Trail and other planned open space.

Building on the findings of Task 3, Arup will work with the project team and the City to identify resource-efficient, low-carbon strategies for providing waste, water and energy to future development in the Specific Plan area. The outcome of this effort will be a toolbox of sustainability strategies appropriate to the area, that may include:

- Energy conservation and efficiency
- Renewable energy supply
- Water conservation and efficiency
- Waste minimization and landfill diversion
- Urban and shoreline ecological enhancements
- Urban food production

Task 5.4: Preliminary Market Demand Analyses of Alternatives

CD+A will lead the Team in preparing sketch land use alternatives for the Study Area. The alternatives will develop basic concepts of land use, building mass and height, and alternative circulation patterns. The sketch alternatives will be developed to a level of detail sufficient to allow for discussion with City staff and key station area stakeholders as well as analysis of potential development yield.

Task 5.5: Fiscal Impact Analysis of Alternatives

The market assessment in Task 4.4 will focus on employment sectors already in the Central Estuary, or other sectors that might be appropriate for the area given its locational attributes. However, through the community input process, other uses may be identified that would be desirable to support existing and potential future residents in the area. These uses, such as a grocery store, will be subject to a market assessment as well to determine their current or future market feasibility for the Study Area.

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Task 5.6: Socio-Economic/Workforce Evaluation

A simple fiscal comparison of the three alternatives will be developed using mostly average, rather than marginal, cost and revenue assumptions. Because capital costs and major infrastructure improvements will be considered elsewhere in the alternatives assessment, this fiscal impact analysis will focus on the ongoing costs and revenues to the City and the Redevelopment Agency, as appropriate. The three scenarios will be compared at full build-out, although when this build-out would occur will not necessarily be taken into consideration to provide an idea of how the three compare to each other, and how they might generally affect the City and Redevelopment Agency's budgets.

Task 5.7: Affordable Housing/Displacement Evaluation

This work will build on the market demand estimates developed by sector in Task 4.4. The overall demand estimate for space will be translated into potential supply to serve that demand. The team will also use an occupational matrix and job quality indicators to evaluate what kinds of jobs future employment growth would create.

Task 5.8: Sustainability Evaluation

Following completion of Task 5.2, Arup will undertake an evaluation of the sustainability performance of each of the Plan alternatives. Using its Integrated Resource Management (IRM) tool, Arup will produce quantitative metrics for each of the alternatives with regard to: energy, water and construction materials consumption; water and wastewater generation; and carbon emissions. These quantitative metrics will be combined with a qualitative evaluation of 'softer' sustainability attributes (e.g. social and environmental indicators) to build a sustainability performance profile for each alternative using Arup's SPeAR software. This will allow easy comparison of the sustainability performance of each of the alternatives for City staff and other stakeholders. The SPeAR profiles of each of the alternatives will be used during Tasks 5.11 to 5.13.

Task 5.9: Community Services Evaluation

Infrastructure Evaluation

Arup will complete a qualitative, comparative evaluation of the three land / use urban design alternatives with respect to their performance against the overall planning goals for the area. Specific criteria will include:

- Grading. The extent to which existing land is disturbed, and the likely requirements for import/export of soil. It is assumed that background geotechnical reports will be provided by the City of Oakland.
- Storm drainage. The extent to which regional detention and/or water quality treatment facilities may be required. Arup will recommend sustainable storm drainage solutions incorporating low impact development techniques and Best Management Practices (BMPs) for each alternative. Opportunities for regional treatment systems utilizing natural treatment systems will be identified.
- Utilities. Assess the likely requirement for significant elements of new and/or upgraded infrastructure. Approximate utility demands will be established, based upon program and user needs for each development alternative, for each of the utilities (water, sewer, electricity, gas and communications). These demand assessments will be used as a basis of discussion with the utility providers, including East Bay Municipal Utility District (EBMUD), to reach a preliminary understanding of the potential requirements for significant elements of infrastructure, e.g. substations, potable water reservoirs, pumping stations, water/wastewater treatment facilities, etc. Arup will meet with the utility providers to discuss the development in general terms (4 meetings total assumed), to understand existing equipment and facility locations, provide the utility owners with an understanding of the development, and to establish strategies for future utility coordination.

Community Facilities

Based on the land use concepts developed in Task 5.3 and direction from staff, CD+A will define the size and location of parks, community centers, open spaces and other community facilities within the Specific Plan area. Community facilities concepts will be based on national and, if available, City of Oakland standards for service radii.

Task 5.10: Traffic/Transportation Evaluation

Arup will complete a qualitative, comparative evaluation of the alternatives with respect to their performance against the overall planning goals for the area. Specific criteria will include:

- **Traffic.** The amount of traffic generated with each alternative, and the likelihood that roadway facilities may be negatively impacted.
- **Travel Choice.** The extent to which the land use program, urban form and transportation networks of each alternative support the viability of walking, bicycling and public transit as alternatives to the private car.
- **Connectivity.** The extent to which the alternative improves roadway and non-roadway connections within the study area, as well as connections to and from the waterfront, surrounding neighborhoods and the region.

Task 5.11: Visual Simulation of Alternatives

CD+A will work with City staff and stakeholders to determine two appropriate locations for street-level simulations. For each vantage point chosen, Urban Advantage will develop photorealistic street-level views. Simulations will be developed in phases to show existing conditions, proposed public improvements such as streetscape, and conceptual building designs under up to three alternatives.

Task 5.12: Present Alternatives to Planning Commission, Council and Committees

CD+A will present the alternatives to the Planning Commission, Council and Committees. A joint study session would provide a focused opportunity to brief Commission and Council members on the alternatives and evaluation measures and respond to questions and concerns.

Task 5.13: Community Workshop #5 - Draft Alternatives and Analysis

The CD+A Team will lead a community workshop to present and obtain feedback on the plan alternatives and evaluation measures. Visual simulations and the results of the sustainability, healthy development, traffic and other evaluation methods will be presented and discussed.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Task 5.14: Community Workshop #6 - Selection of Preferred Alternatives

The CD+A Team will lead a community workshop aimed at achieving consensus on a preferred alternative. One approach we have found successful is to randomly assign participants to tables with other stakeholders who represent a diverse range of interests. Each small group then chooses one of the alternatives as a starting point and marks up a map with proposed changes, if desired. Ultimately, not all participants may agree on a preferred concept, but through an open and honest discussion of the merits and drawbacks of the various concepts, consensus often emerges on a concept that all stakeholders find acceptable, even if it is not preferred in every respect.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Task 5.15: Comparative Cost Analysis

To support comparison the various land use alternatives of varying compositions and intensities Arup will provide input toward selection of the preferred alternative. The input will focus on contrasting relative infrastructure development costs for the different alternatives, based on high level unit costs, proposed development program and the findings of the existing conditions infrastructure analysis. Where possible, this will be informed by the findings of the Industrial Infrastructure Study that is currently underway.

Key Meetings and Deliverables for Task 5

- Community Workshop #4: Input for Preliminary Alternatives
- Community Workshop #5: Draft Alternatives and Analysis
- Community Workshop #6: Selection of Preferred Alternatives
- Visual Simulation of Alternatives
- Comparative Cost Analysis for Public Improvements of Alternatives

Task 6: Specific Plan Preparation

Task 6.1: Administrative Draft Specific Plan

Incorporating teamwork products from previous tasks, CD+A will prepare an administrative draft Specific Plan. We anticipate that the Admin. Draft will include the following elements:

Executive Summary

This will be a brief summary of key aspects of the Specific Plan.

Planning Context

This section will discuss the context of the Specific Plan in the context of the General Plan, zoning ordinance, Redevelopment Plans and other applicable codes, statutes and studies.

Vision, Goals and Objectives

Based on findings from public outreach meetings and opportunities and constraints analysis, CD+A will work with City staff to develop an initial set of objectives for the Specific Plan. These objectives may be developed into the foundation for the Specific Plan policies.

Land Use Element

Based on the land use alternatives developed in Task 5, CD+A will prepare a description of the anticipated increase in new housing units, affordable housing, jobs and mix of other uses within the station area. Plan districts will be identified and mapped, along with objectives and character-defining statements for each district.

We anticipate that design standards aimed at ensuring quality urban mixed-use development would include the following elements:

- Site design standards and guidelines to provide guidance for the relationship of buildings to the street (including building orientation, parking area layout, garage and driveway configuration, walkways, on-site open space/stormwater management, fences and walls, and other design features within a particular site)
- Building design standards and guidelines for residential, commercial, mixed-use, industrial, and other building types anticipated in the station area, including schematic layouts of mixed-use, employment and multi-family residential buildings. These sections will discuss the building massing, roof form, façade articulation, materials, fenestration/transparency, signage, lighting and green design components of the various types of buildings anticipated in the Specific Plan; and,
- Design standards and guidelines for elements of the public realm, including streetscapes, parking lots, and open spaces (e.g. tree lists and green design elements).

Infrastructure Element

The infrastructure element will incorporate the access, circulation and parking plan; streetscape standards; utilities and public services/facilities;

Access, Circulation and Parking Plan

Based on the findings of the alternatives evaluation completed in Task 5, Arup will produce an Access Circulation and Parking Plan for the recommended alternative. The Plan will define a balanced set of transportation infrastructure and management strategies in order to provide safe, efficient multi-modal access to and within the study area, minimize impacts on adjacent areas, support the broader urban design objectives for the area, and provide travel choices for residents, workers and visitors. The Plan will include the following components:

- Roadway network plan including the proposed roadway hierarchy including roadway modifications, new connections and freeway access improvements, considering internal circulation, connectivity to adjacent areas as well as regional access.
- Public transit plan identifying proposed improvements to public transit service and infrastructure which may include modifications to existing bus routes, new routes or shuttles, improved access the Fruitvale BART station, new or modified bus stop locations and transit priority measures.
- Pedestrian and bicycle plan that provides safe, convenient and attractive facilities to encourage the use of alternative modes for commuter, discretionary and recreational trips. This will include specific

recommendations for incorporating the Bay Trail on the waterfront, building on the work previously completed in the Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines.

- Parking plan that identifies future parking demand and supply, including strategies for both on and off-street parking. This will address both existing and future parking facilities, seeking to provide a practical amount of parking that will support complimentary policies to reduce automobile use while also being conscious of market realities. The parking plan may consider shared and/or unbundled parking strategies, as well as minimum and maximum parking provision. Recommendations for financing strategies will also be identified.

In order to complete the Access, Circulation and Parking Plan, it will be necessary to complete a Transportation Impact Assessment for the preferred alternative. This will allow the Team to understand how new land uses and roadway networks will change traffic and travel patterns within the Specific Plan study area and how they will impact neighboring areas. In addition, this will identify mitigation measures to be included in the Plan. The analysis will be completed in accordance with CEQA guidelines and City of Oakland policies to ensure that the results can be incorporated into the EIR. The attached cost estimate assumes up to four total analysis scenarios and up to 30 study intersections and 10 freeway segments or ramps.

Streetscape Standards

CD+A will incorporate streetscape design policies and standards that will promote the identity, economic development, sustainability and livability of the Central Estuary area. CD+A will recommend standards and locations for sidewalk improvements, multi-use paths, street furniture, gateway features and medians, street trees, and landscaping on street medians.

Arup will assess the feasibility of integrating stormwater Best Management Practices, such as biofiltration planters, swales and raingardens into the urban streetscape, and provide input to the streetscape standards accordingly.

Arup will recommend standards for street lighting and the illumination of public open spaces that optimize energy efficiency, provide security and limit off-site glare and light trespass.

Utilities and Public Services/Facilities

The level of detail required for this work will be consistent with the Specific Plan stage of the project. This proposal assumes that the utilities and public service requirement for the preferred land use / urban design alternatives will be studied. Establishing engineering parameters that define the development program and supporting infrastructure, rough sizing and locating of infrastructure elements, compliance with the environmental document, and checking for fatal flaws are the expected levels of detail needed to populate a Specific Plan and facilitate an early construction cost estimate for the preferred alternative.

Formation of the site topography, definition of the roadway systems, preliminary sizing and locating drainage facilities and utilities, and tying all of these elements into the surrounding properties and systems is the overarching work stream for this task. Phasing of the infrastructure construction and the implications that phasing has on the design are not included in this scope of work.

Grading: A preliminary grading plan for the preferred alternative will be prepared for costing purposes. The volumes of cut/fill material for public improvements will be assessed by hand calculation. Based on the geotechnical report by others, recommendations will be made regarding the suitability of the existing material for re-use in the Plan area.

Storm Drainage: Arup will provide an interpretation of applicable Codes and Regulations regarding storm water control and water quality that will inform the drainage strategies for the Plan area. Arup will develop a

storm drainage design criteria document that will be presented to, and negotiated with, the City of Oakland to obtain approval and agreement.

Arup will prepare a conceptual storm drainage layout plan for costing, in accordance with the agreed design criteria. The plan will consider sustainable design options for water quality treatment BMPs. An Illustrative Storm Drainage plan and text for inclusion in the Specific Plan document will be provided.

Water / Wastewater: Arup will develop a sanitary sewer design criteria document that will be presented to, and negotiated with, EBMUD to obtain approval and agreement. Preliminary water demand and sanitary sewer flow rates will be calculated and discussed with EBMUD. Arup will coordinate with EBMUD to assess the likely need for significant elements of new and/or upgraded infrastructure, e.g. upgrades to collection/distribution pipes, treatment facilities, etc.

Arup will prepare conceptual water and wastewater layout plans for costing, in accordance with the agreed design criteria. An Illustrative Water Systems plan and text for inclusion in the Specific Plan document will be provided.

Utilities: Arup will prepare a preliminary utility demands analysis for electrical, gas and communications for discussion with the utility providers. Arup will coordinate with the utility providers to assess the likely need for significant elements of new and/or upgraded infrastructure, e.g. data centers, substations, etc. Arup will prepare a layout of the anticipated utility improvements for costing. An Illustrative Utility Plan and text for inclusion in the Specific Plan document will be provided.

Fire Protection: Arup will meet with the Oakland Fire Department to determine the anticipated response times and levels of service to be provided to the Plan area. Design criteria will be negotiated and agreed with the Fire Department that provides adequate emergency vehicle access and water supply. The agreed design criteria will be utilized in the development of the access and circulation plan.

Solid Waste Management: Arup will meet with the local waste management provider to understand current methods of solid waste collection and recycling. Arup will prepare a plan for solid waste collection and recycling for inclusion in the Specific Plan document.

Public Transit: Public transportation improvements recommended to serve the plan area will be identified under the previous Task (Access, Circulation and Parking Plan)

Community Facilities

Based on the land use concepts developed in Task 5 and direction from staff, CD+A will define the size and location of any parks, community centers, open spaces and other community facilities to be located within the Specific Plan area. CD+A will also discuss measures to manage stormwater in public open spaces and rights-of-way.

Cost Estimates for Public Improvement

Arup will provide cost inputs to accommodate the public improvements as identified in the tasks above. Construction costs outputs will be oriented in class level detail available to perform estimates. Improvements will be detailed to the rationale summary elemental level.

Implementation, Financing and Phasing

Strategic Economics will work with other team members and the City to create a specific list of infrastructure and community improvements as well as other policy and programmatic initiatives the City will need to undertake to implement the Specific Plan. This list will then be translated into an implementation matrix that identifies the total cost for each item, how it should be phased or prioritized, who will take the lead for ensuring

its completion, and likely funding sources. In addition, SE will provide the necessary text for the Specific Plan explaining the financing plan.

Arup will work with the City to develop implementation and financing / deal-structuring options for the infrastructure and sustainable energy, water and waste systems included in the Plan. We will identify possible partners and 3rd party service providers to establish the financing arrangements likely to be most attractive to the City and its development partners.

Specific Plan Administration and Enforcement

This section will discuss the administration and enforcement of the Specific Plan’s provisions, including references to General Plan and zoning amendments necessary to implement the plan.

Relationship of Specific Plan’s CEQA to Subsequent Projects

The Program EIR is intended to serve as a “first tier” environmental document to aid in the review of actual development projects proposed for the Specific Plan area. If the City adopts the Specific Plan and certifies this EIR, the City will then entertain the submittal of project-level development proposals for the Specific Plan area.

Upon submittal of any such development proposals, the City must determine whether the environmental effects of the proposal are within the levels of environmental effects analyzed in this programmatic EIR. In order to make this determination, the City may require the completion of an initial study. Following completion of the initial study, the City will make one of the following determinations, as set forth under CEQA:

Negative Declaration: The City would adopt a negative declaration under the following circumstances:

- 1) If the initial study leads to the conclusion that the proposed project would have no significant environmental effects, or
- 2) If the initial study leads to the conclusion that the project may have potentially significant environmental effects, but all such effects are within levels that were fully reviewed, disclosed, and/or mitigated within this programmatic EIR.

Upon making a negative declaration, no further environmental analysis would be required.

Mitigated Negative Declaration: The City would adopt a mitigated negative declaration if the initial study leads to all of the following conclusions:

- 1) The proposed project could have a significant environmental effect, and
- 2) This potentially significant environmental effect may exceed levels that were fully reviewed, disclosed and/or mitigated within this programmatic EIR, and
- 3) The City, through a review of any associated studies that may accompany the completion of the initial study, concludes that these potentially significant effects can be fully mitigated with mitigation measures in addition to those identified in this programmatic EIR.

Upon making a mitigated negative declaration, no further environmental analysis would be required.

Supplemental EIR: A supplemental EIR would be needed if the initial study leads to the conclusion that the proposed project could have significant environmental effects exceeding the levels that were fully reviewed, disclosed, and/or mitigated within this programmatic EIR and that further study is needed to determine if any feasible mitigation measures may be reasonable or prudent to address these environmental effects. This

supplemental EIR would only need to cover the environmental topic areas in which potentially significant impacts were identified in the initial study.

The initial study process outlined above will also help the City in determining if any proposed project within the Specific Plan area qualifies for a partial or full exemption from any further environmental analysis. Specifically, some proposed projects may qualify for a statutory or categorical exemption, as outlined in Articles 18 and 19 of the CEQA Guidelines. Other provisions of California law¹ limit the extent of further environmental review required in the case where a city has adopted a specific plan and certified an associated EIR, as would be the case for this project. Notwithstanding, the law also provides that in the event of changed circumstances in the project area or the identification of impacts not previously considered or analyzed, subsequent environmental review (such as a mitigated negative declaration or supplemental EIR) may be required.

Appendices

Appendices will include a description and map of the Specific Plan Study Area and could also include a glossary of terms and abbreviations, technical studies, and key background memos prepared as part of the planning process. The map and description will delineate the plan area, but will not include parcel lines, lot lines, easements and other such information typically found on Tentative, Final, ALTA or similar property maps. Such entitlement mapping can be provided as an additional service if required.

Task 6.2: Public Review Draft Specific Plan

The draft Specific Plan will be circulated to the Parks and Recreation Advisory Committee, Landmarks Preservation Advisory Board, and Citizen's Planning Committee for comment. As part of this task, CD+A will attend up to three meetings to discuss input received from these bodies. CD+A will meet with staff to review and set the direction for incorporation of these comments and will issue a Public Review Draft Specific Plan.

Task 6.3: Community Workshop #7: Draft Specific Plan and Guidelines

The CD+A Team will lead a public workshop to present and receive feedback on the draft Specific Plan and design standards and guidelines. A PowerPoint presentation will highlight key elements of the Plan and guidelines and use photographs of real developments to illustrate their application to development in the study area.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists

¹ See: CEQA Guidelines 15182, which provides a CEQA exemption for certain types/levels of residential development within an approved specific plan area; Government Code 65467, which also addresses proposed residential developments within an approved specific plan area; and Public Resources Code 21083.3, which stipulates that if under an approved specific plan and certified EIR, any subsequent environmental review associated with a proposed development project would be limited to effects peculiar to the parcel or project and which were not addressed as significant effects in the certified EIR. This stipulation would not apply, however, if substantial new information is available that shows that impacts would be greater than described in the certified EIR

- Prepare meeting summaries with action items.

Task 6.4: Revised Draft Specific Plan

CD+A will draft revisions to the Specific Plan to respond to comments and concerns raised in the review process. Following approval by staff, a public review draft will be circulated and presented to the City Planning Commission, the Community and Economic Development Committee (CED) of the City Council, and the Oakland City Council.

Task 6.5: Community Workshop #8: Revised Draft Specific Plan and Guidelines

The CD+A Team will lead a public workshop to present and receive feedback on the revised draft Specific Plan and design standards and guidelines. A PowerPoint presentation will highlight key elements of the Plan and guidelines revised since the last workshop and use photographs of real developments to illustrate their application to development in the study area.

To support this phase CirclePoint will:

- Design and produce an initial informational mailer to announce the specific plan process and reference the project website.
- Coordinate the logistics and agenda for workshop to introduce the specific planning process, the team members and schedule.
- Announce and notice meeting through distribution lists
- Update content of the Project Website
- Prepare workshop presentation materials and graphic displays
- Conduct and facilitate workshops including recording public input
- Record attendees on sign in sheets to add to distribution lists
- Prepare meeting summaries with action items.

Task 6.6: Final Specific Plan

Incorporating input from stakeholders and direction from staff, the Planning Commission and City Council and their committees, CD+A will revise the public review draft up to three times, resulting in a final Specific Plan for adoption.

Key Meetings and Deliverables for Task 6

- Community Workshop #7: Draft Specific Plan and Guidelines
- Community Workshop #8: Revised Draft Specific Plan and Guidelines
- Public Review Draft Specific Plan
- Revised Draft Specific Plan
- Final Specific Plan

Task 7: Zoning Ordinance & General Plan Amendments

Task 7.1: Issues Summary

CD+A will prepare a summary of key issues to be considered and reconciled in the zoning and General Plan amendment process for discussion with staff and stakeholders. This will become the basis of the General Plan and zoning amendments. We will also create a draft of the Purpose and Objectives section of the code, which will address the applicability of the Guidelines to the City's General Plan and other planning documents and the

intended use of the final code. CirclePoint will produce a proposed methodology for incorporating the General Plan and Zoning amendments into the Program EIR.

Task 7.2: General Plan Amendments

CD+A will prepare draft General Plan amendments to guide future development in the study area that will support the vision developed in previous tasks. CD+A will meet with City staff to review a draft set of amendments, and following receipt of one consolidated and non-contradictory set of comments, will prepare a revised set of amendments. The General Plan amendments will become part of the project evaluated by CirclePoint in the Program EIR.

Task 7.3: Zoning Amendments

CD+A will review Oakland's current zoning ordinance and recommend an approach to zoning and design standards for the Central Estuary area. Our preferred approach to coding builds on the existing zoning code to maximize the ease of adoption and implementation. We begin with an assessment of current zoning districts and definitions and an identification of uses that best practices would indicate should be permitted, conditionally permitted, or prohibited in the study area. We then examine the existing zoning code's density, height and bulk restrictions, including transitions to adjacent districts, and develop appropriate standards for development. Parking requirements in the study area will be evaluated in light of national best practices. Affordable housing is a critical issue, particularly in transit station areas, so we will work with Strategic Economics to recommend locally-calibrated affordability thresholds and appropriate incentives. Finally, we will recommend additional standards needed to ensure a high-quality pedestrian environment, which could include standards for parking configuration, building entrance location, façade transparency, lighting, landscaping and signage. Form-based code elements can be included where desired. The zoning amendments will become part of the project evaluated by CirclePoint in the Program EIR.

Task 7.4: Staff Reports

CD+A will prepare draft staff reports summarizing the key issues and provisions of the General Plan and zoning amendments and make revisions as directed by staff.

Key Meetings and Deliverables for Task 7

- Meeting with Staff to review Issues Summary
- Draft General Plan Amendments
- Draft Zoning Code Amendments
- CEQA documentation
- Staff Reports

Task 8: Preliminary Evaluation and EIR Initiation

Task 8.1: Summary of Environmental Issues

CirclePoint does not recommend preparing an Initial Study. Given the complexity of the Central Estuary Area, we believe the process will be better served by providing a summary of anticipated environmental issues (without assuming mitigation measures) to enable agencies and the public an opportunity to frame the environmental discussion. This will also prevent any appearance of presupposing conclusions early in the process. During preparation of the Program EIR any issues found not to be significant can be summarized in the "Effects Not Found to be Significant" section of the EIR.

Task 8.2: Notice of Preparation

CirclePoint will prepare the EIR Notice of Preparation (NOP) for public review, including a description of the project area and potential types of development contemplated for the area. A summary of anticipated environmental issues will also be developed and included as part of the NOP. The City will develop the public distribution list for the NOP and distribute the NOP (and Initial Study, as appropriate) to interested parties. CirclePoint will distribute the NOP to the State Clearinghouse and County Assessor.

Task 8.3: Scoping Session Report to Planning Commission

As part of the EIR scoping effort, the CD+A Team will meet with the Landmarks Preservation Advisory Board and will meet with the Parks and Recreation Advisory Council to discuss environmental issues that relate to the Bay Trail and other planned open space. CirclePoint will attend the EIR scoping meeting and provide a summary of comments made at the meeting to the City for review and comment. CirclePoint will revise the report based on City comments. This report will become a staff report to the Planning Commission.

Task 8.4: Preliminary Soil Sampling

Approximately 12 open DTSC or RWQCB environmental cases are listed on regulatory databases within the study area. Most of these properties have had some form of environmental investigation and/or remedial activity. These areas may need additional analysis. A limited Phase II ESA will be conducted by Ninyo & Moore in areas where the open environmental cases exist. One area that may be an area of potential environmental concern that was not listed on either database, is the area located on East 7th Avenue between Lancaster Street and Fruitvale Avenue. Environmental concerns in this area includes portable and permanent tanks of unknown contents, railroad tracks, above ground storage tanks, and a metal plating and powder coating business. Soil borings are proposed to obtain analytical soil and groundwater data within the vicinity of each identified site of environmental concern.

Tasks (Ninyo & Moore)

- Identify Sampling Locations. Approximately 25 soil and/or groundwater borings will be advanced in 11 separate areas with the Estuary plan boundaries. Properties of environmental concern in these areas are located on Dennison Street, Livingston Street, 23rd Avenue, 29th Avenue, E. 7th Avenue, Derby Avenue, Glascock Avenue, Ford Street, Alameda Avenue, High Street, Howard Street, and Tidewater Avenue.
- Conduct Sampling Analysis. For each soil boring, Ninyo & Moore will collect and analyze two soil samples. Groundwater samples will be collected and analyzed from approximately ½ of the borings. The analytical plan for soil and groundwater samples includes a minimum analysis of petroleum hydrocarbons as gasoline, diesel, and motor oil; and metals. Additional analysis is proposed for soil and groundwater samples collected within the vicinity of environmental sites with specifically identified contaminants of concern, such as volatile organic compounds, PCBs, and pesticides.
- Pre-Field Preparations. Perform pre-field activities necessary to prepare for soil and groundwater sampling field work. Permits for drilling, encroachment, and obstruction will be obtained from the appropriate agencies. Site reconnaissance, boring mark out, and Underground Services Alert notification will be performed. A utility location subcontractor will be retained and a utility location site visit will be performed. Traffic control plans will be completed and submitted to the City for review and approval.
- Field Activities. Ninyo & Moore will mobilize to the site to drill soil borings and collect soil and groundwater samples. Subcontractor services including a traffic control subcontractor, a concrete coring subcontractor, and a drilling subcontractor will be needed to complete this task. Laboratory analytical expenses will also be incurred. Following completion of field work, a disposal contractor will remove investigation derived waste from the site.

- Prepare Soil and Groundwater Sampling Report. Following completion of field activities and receipt of analytical results, Ninyo & Moore will prepare and submit a Sampling Report. The report will document the drilling and sampling methods and discuss the results of laboratory testing. The report will include figures depicting the boring locations and the sampling results.

Task 8.5: Base Map Preparation

CirclePoint and Geografika will work with the City to prepare the study area base map using GIS technology. The base map will be used to illustrate the proposed project, project alternatives, existing land uses, environmental constraints (as applicable), and existing environmental conditions applicable to the EIR technical discussions.

Task 8.6: Significance Criteria

CirclePoint will prepare a draft set of significance criteria for the EIR based on the City's July 2008 Initial Study and Environmental Review Checklist/CEQA Thresholds-Criteria of Significance Guidelines. CirclePoint will review and evaluate thresholds relative to their applicability to project and include resulting recommendations in the draft submission to the City. CirclePoint recommends distributing the City-approved significance criteria to the appropriate members of the Specific Plan team to inform their technical studies.

Task 8.7: Setting, Impacts and Mitigation Measures

The Specific Plan Program EIR will contain discussions for all CEQA-required topics, although some discussions will be within the "Effects Not Found to be Significant" chapter of the EIR. The body of the EIR will focus on significant environmental issues. CirclePoint will use existing documentation related to the project area, background reports prepared as part of the Specific Plan process, and conduct necessary research to describe existing conditions, determine impacts and develop mitigation measures. The EIR analysis will evaluate impacts for future conditions as dictated by the Alameda County Congestion Management Authority (ACCMA) and Association of Bay Area Governments (ABAG) projections (future conditions currently include the years 2015 and 2030).

The discussions for each CEQA technical section will be prepared as described below.

Aesthetics

CirclePoint will consult with City staff to identify any scenic vistas within the Specific Plan area. CirclePoint anticipates that areas designated for more intensive urban development could see taller building heights than existing or currently permitted conditions. Taller buildings may have the potential for impacts on vistas of the bay.

CirclePoint will utilize the design guidelines created as part of the Specific Plan, and relevant policies from the General Plan and other related documents (Estuary Policy Plan, Bicycle and Pedestrian Master Plans, Bay Trail Design Guidelines, etc.) when developing mitigation measures for the development proposed for the area.

The City of Oakland's CEQA checklist requires an analysis of a project's potential to create shadows. Implementation of the Specific Plan could allow the eventual construction of buildings that could cast shadows onto adjacent properties and/or public spaces. To further investigate potential shadow impacts of the Specific Plan, Environmental Vision will conduct a shadow analysis.

Tasks (CirclePoint)

Describe existing visual character, and sensitive viewpoints.

- Discuss the relationship of Specific Plan policies with City of Oakland's General Plan policies, Zoning Ordinance, and any other relevant design parameters.

- Evaluate impacts to public views of and from the project area, the existing visual character and quality of the site, the visual compatibility of the project site with adjacent uses, and the potential introduction of increased light and glare.
- Evaluate the potential for the project to block sensitive views.
- Analyze the Specific Plan policies, particularly the design guidelines, effectiveness in mitigating potentially significant impacts.
- If necessary, identify additional feasible mitigation measures to reduce any significant aesthetic impacts to less-than-significant levels.

Shadow Analysis

Using digital data and computer modeling techniques, Environmental Vision will produce a set of black and white diagrams to illustrate generalized shadow patterns associated with existing and future building massing located in the Central Estuary Specific Plan Area. The shadow diagrams will be produced in order to portray the potential shadow effects of one proposed Specific Plan development scenario.

Tasks (Environmental Vision)

- **Data Review.** Review relevant maps, drawings and pertinent technical data including building footprint and height maps and aerial photographs of the Broadway Corridor Specific Plan Area. Identify data gaps.
- **Confirm Technical Approach and Assumptions.** Environmental Vision will consult with the Specific Plan/EIR project team to clarify and confirm height and development assumptions of the building massing (retail development scenario) for purposes of the shadow modeling. In addition, technical parameters such as the selected times of day to be included in the shadow study will be developed in consultation with the team.
- **Produce Shadow Impact Diagrams.** Produce a set of plan view shadow diagrams for the EIR. The diagrams will be based on computer modeling of shadow effects associated with a retail development scenario for the Specific Plan EIR. Shadows for three times of day (9AM, noon and 3PM) will be shown at four times of year: winter and summer solstices (December 21 and June 21), when the sun is at its lowest and highest, and spring and fall equinoxes (March 21 and September 21), when day and night are of equal length (unless other times or dates are determined).

The diagrams will depict plan view shadow patterns on the ground plane and on the roofs of existing buildings; locations of parks and other historic resources will also be included on the figures (see data requirements, below). A set of up to 12 black and white diagrams showing existing and future shadow patterns will be produced. The diagrams will depict shadow effects associated with the proposed building massing and will be based on project data provided to Environmental Vision. One review/revision cycle is included.

Agricultural Resources

The project site is developed and is not used for agricultural cultivation. Therefore, there will be no impacts to agriculture and agricultural resources from implementation of the Specific Plan. Agricultural resources will therefore be discussed briefly within the “Effects Not Found to be Significant” chapter of the EIR.

Air Quality

The compatibility of industrial and residential land uses and climate change are the two key air quality issues for the Central Estuary Area EIR. Toxic air contaminants from Interstate 880, railroad and marine vessel operations, and sources at various industrial land uses are a special concern because of the mix of residences in the Central Estuary. Existing health risks in the area exceed region-wide average levels. The EIR will describe the health risks associated with retaining industry while increasing housing or recreation in this area.

Climate change will be addressed through the City's "CEQA Thresholds/Criteria of Significance Guidelines" (July 15, 2008), which provide direction for the analysis including Oakland community-wide baseline emissions, regulatory framework, and the approach to CEQA analysis of GHG emissions and climate change. How development under the Specific Plan would affect climate change and greenhouse gas emission trends will be described in the EIR. The City's guidelines will be followed closely with updated and project-specific information, as appropriate.

Tasks (Aspen)

- **Environmental Setting.** The current regulatory environment for air quality and climate change will be identified. The EIR will identify the City's programs for pedestrian and bicycle access, transit-oriented development, energy efficiency, and sustainability programs that are relevant to minimizing emissions from motor vehicle trips and construction activities. The discussion will include relevant California Air Resources Board (ARB) programs for fuel economy standards, clean fuels, low-carbon fuels, and other programs for managing climate change as well as criteria pollutants. Transportation Control Measures (TCMs) and regional Smart Growth programs developed and adopted by Association of Bay Area Governments (ABAG), Metropolitan Transportation Commission (MTC), and Bay Area Air Quality Management District (BAAQMD) for regional air quality and land use management will also be identified.

Existing sources of air contaminants and risks will be identified including the industrial stationary sources and the existing transportation infrastructure (I-880, railroads, and marine vessels). This would be accomplished with a public records search of ARB and BAAQMD databases and a literature review of studies on health risks, including recent West Oakland community cancer risk studies covering the Central Estuary.

- **Impact Analysis.** The impact analysis will provide estimates of emissions from motor vehicle trips and indirect sources related to the Specific Plan and alternatives. Emissions calculations will quantify the criteria pollutants and greenhouse gases based on the most recent ARB-approved version of the Mobile Vehicle Emission Inventory model incorporated in URBEMIS (version 9.2.4 which incorporates EMFAC2007 and OFFROAD2007). Ambient air quality impacts, for example related to localized carbon monoxide, will be described qualitatively.

Health risks from I-880, railroad and marine vessel operations, and sources at various industrial land uses within the Central Estuary will be identified based on the setting and proposed changes in land uses. The analysis will address whether suitable buffer distances would be provided between sensitive land uses (housing or recreation) and sources of toxics. Toxic air contaminants will also be assessed qualitatively with a discussion of the effects of toxic emissions caused by motor vehicle travel and diesel particulate matter from construction activities. Construction impacts will be described qualitatively, consistent with City and BAAQMD guidelines.

The analysis will also address consistency of the Specific Plan with the MTC's Regional Transportation Plan and the BAAQMD Ozone Attainment Plan and the Bay Area 2005 Ozone Strategy. This will address consistency with adopted Transportation Control Measures and regional Smart Growth programs for air quality and land use management.

- **Mitigation Measures.** Mitigation will be considered and identified, if needed to minimize significant impacts. Options may include limiting new residential or recreational uses, increasing public transportation, pedestrian and bicycle access, improving energy efficiency, and transportation mode shifts away from motor vehicles.

Tasks (CirclePoint)

- **Incorporate AQ Report.** CirclePoint will incorporate the air quality report into the EIR.

September 5, 2008

Biological Resources

Tasks (Pacific Biology)

- **Database and Literature Review.** The most recent version of the California Natural Diversity Data Base (CNDDDB) will be reviewed. The intent of the database review will be to document all occurrences of special-status plant and wildlife species in the project region and to determine their location relative to the Study Area. The database review will also serve to identify species that will be a focus of the field survey (see Task 2). Additionally, The Oakland Trail: Bay Trail Feasibility and Design Guidelines (2003) will be reviewed as it provides information regarding biological resources occurring along the shoreline.
- **Field Survey.** A field survey will be conducted to describe the biological resources present within the Study Area. Based on available aerial photography, the Study Area is heavily developed but some undeveloped lands are present. The focus of the survey will be to identify, describe, and map these undeveloped lands, and to evaluate if they contain or could contain sensitive biological resources that should be considered in the Specific Plan. For example, should remnant tidal marsh habitat be identified, such areas would be a potential constraint to development but would also present potential restoration opportunities. All plant and wildlife species observed will be recorded.
- **Technical Report.** A technical report describing the biological constraints and opportunities within the Study Area will be prepared. The report will describe the biological resources occurring within the Study Area, including all native or naturalized plant communities present; special-status plant or wildlife species potentially occurring within or near the Study Area; and sensitive and/or jurisdictional habitats within or near the Study Area. The report will identify any locations containing or potentially containing sensitive biological resources that should be given consideration during the preparation of the Specific Plan. The report will also identify any locations, such as shoreline areas or remnant marshes, which provide restoration opportunities that could enhance the biological and visual quality of the Specific Plan area. The report will also provide guidance on biological permits likely to be required to support development. A GIS-based graphic will be created showing the location of any special-status species documented within or near the Study Area, as well as any undeveloped areas that could support sensitive biological resources presenting a potential constraint or opportunity for the Specific Plan.
- **EIR Preparation.** The biological resources section of the EIR will be prepared. The section will describe the biological resources occurring on the site, including the onsite plant communities; special-status plant or wildlife species occurring or potentially occurring on or near the project site; opportunities the site provides for wildlife movement to surrounding habitat; and sensitive and/or jurisdictional habitats on or near the site. The section will address all relevant CEQA significance criteria, describe potential impacts to biological resources, and provide measures to mitigate potential impacts.

Optional/As Needed Tasks

- **Jurisdictional Delineation.** Should potentially jurisdictional resources (e.g., marshes, seasonal wetlands) be identified within areas where development would occur, a jurisdictional delineation would be required. The delineation would need to be conducted according the requirements of the Army Corps of Engineers and the California Coastal Commission. WWR would be available to conduct this work should it be required.
- **Wetland Restoration.** Should remnant or disturbed tidal marshes or other wetland features occur, the restoration of these features could serve to offset project-related impacts to biological resources or simply to enhance the biological and visual quality of the Specific Plan area. WWR would be available to develop restoration possibilities and to conduct this work should it be required.

Cultural Resources, Archaeology and Native American Issues

Tasks (Pacific Legacy)

- Gather and Review Existing Information. Pacific Legacy will review reports for the Estuary Study Area on file with the City of Oakland. Supplementing this effort, Pacific Legacy will conduct a literature review at the North Central Information Center of the California Historical Resources Information System at Sonoma State University. The record search will be conducted for an area ½ mile around the proposed Estuary Specific Plan Study Area. The search will be undertaken to collect reports, maps, photographs, and other documentation relevant to prehistoric and historic use of the project(s) area. Materials gathered will be used to complete the existing conditions section of the Specific EIR. Pacific Legacy will coordinate with JRP Resources regarding shared information on the built environment.

Pacific Legacy will use information gathered during the literature search to develop the appropriate background sections of the EIR and for alternatives analysis. The results will be in text and tabular form. Pacific Legacy will also map resource locations on appropriate U.S.G.S. maps in GIS format.

- Contact Historical Societies and Native American Heritage Commission. Pacific Legacy will contact relevant historical societies or other institutions via letter to determine if any areas of historical archaeological concern are documented. At a minimum this would include the Alameda County Historical Society, Oakland Heritage Alliance, Oakland History Room, Oakland Main Library, and the Bancroft Library (if open). Pacific Legacy will also contact the Native American Heritage Commission (NAHC) in Sacramento and request that a sacred lands search be conducted. Pacific Legacy will obtain from the NAHC a list of interested Native American groups for Alameda County who may have information regarding cultural resources on the property and contact local interested Native American groups regarding known resources within the project area. The NAHC has ten days to respond to the request. Once a list of interested Native Americans is obtained from the NAHC, they will be mailed a project map and request for consultation.
- Existing Conditions and Opportunities and Constraints Analysis. Pacific Legacy will prepare a stand alone technical report detailing previously documented cultural resources within the Estuary Specific Plan Study Area. As no field studies are anticipated, Pacific legacy will use information gathered from Tasks A and B, to determine the potential presence of cultural resources within the study area. Reporting will be in text and tabular form. The document will be able to be used for sections of the Specific Plan and EIR text.
- Prepare EIR Section. Using information gathered from the previous tasks, Pacific Legacy will prepare the cultural resources sections of the EIR. Pacific Legacy will develop full environmental settings for archaeology, and ethnography relevant to the Estuary Specific Plan Study Area. As no field studies are anticipated, Pacific legacy will use information gathered from the previous tasks, to determine the potential presence of cultural resources within the Specific Plan area that were not subject to previous cultural resource studies based on conceptual project descriptions provided in the Specific Plan. Reporting will be in text and tabular form. Pacific Legacy will also include a discussion of impacts and mitigation measures based on research data.
- Response to Comments Administrative Draft EIR. Pacific Legacy will respond to comments on the Administrative Draft EIR. Pacific Legacy will assist CirclePoint in responding to comments about cultural resources on the Administrative Draft EIR and assist CirclePoint in incorporating the City of Oakland's comment on cultural resources into the Draft EIR.
- Response to Comments Final EIR. Pacific Legacy will prepare draft responses to comments about cultural resources received on the Draft CEQA document. This work scope assumes a reasonable number of comments on the CEQA document will be received and need addressing and that the

comments received do not raise significant new cultural issues not addressed in the draft CEQA document. Should a large number of comments be received or new cultural issues be raised, this could impact the estimated cost.

- Mitigation Monitoring and Reporting Program. Pacific Legacy will develop a Standard Condition of Approval/Mitigation Monitoring and Reporting Program for cultural resources. Pacific Legacy will work with CirclePoint to develop a checklist for mitigation measures, monitoring triggers, monitoring frequency, and responsibilities.

Historic Resources

There are both known and potential historical resources in the Central Estuary Area, including hundreds of buildings and structures that are more than fifty years old. JRP will review existing documentation and previous studies for historical resources, i.e., resources that have been inventoried and evaluated for potential historical significance, and known or potential historical resources. For the purposes of this scope, JRP assumes that inventory and evaluation of resources is not part of the scope of work for this EIR because that level of survey will be conducted on a project-by-project basis.

Tasks (JRP Historical Consulting)

- Gather and Review Existing Information. JRP will review the City of Oakland’s Local Register (Historic Preservation Element Policy 3.8), as well as standard sources of information that list and identify known and potential historical resources to determine the current status of historical resources within the study area. JRP will review NRHP, Office of Historic Preservation Determinations of Eligibility for the NRHP, California Inventory of Historic Resources, California Historical Landmarks, and California Points of Historical Interest. JRP will conduct two site visits to Oakland to review current documentation on historical resources within the study area.
- Historic Setting. JRP will prepare a historic context for built environment resources based upon the resources identified the research described above, and from previously prepared documents such as planning studies, EIRs, and/or historical resources inventory and evaluation reports provided by the City of Oakland. The context will address the historic themes represented in the development of these resources, or historic built environment, in this part of the City of Oakland. The conclusions of this analysis will be presented in a technical report, or Existing Settings Report.
- Project Impacts. JRP will assess whether the Specific Plan program will cause a substantial adverse change to historical resources as identified in the description of current conditions. If a substantial adverse change to historical resources is identified, JRP will develop proposed mitigation measures that would reduce or eliminate those impacts. JRP will coordinate with CirclePoint regarding current conditions, impacts analysis, and mitigation development and will also assist CirclePoint by reviewing the DEIR text regarding historical resources.
- Mitigation Strategies. The technical document will include proposed mitigation strategies for addressing impacts to historical resources. This scope does not include preparation of a Mitigation Monitoring Plan, or Memorandum of Agreement, or similar document.
- Response to Comments. JRP will assist CirclePoint with one round of responses to comments on the DEIR for preparation of the FEIR, as they pertain to historical resources. JRP will not respond directly to or correspond directly with groups or individuals commenting on the draft Program EIR.
- Meetings. JRP will attend up to four meetings with the Landmark Preservation Advisory Board during preparation of the historic property assessment.

Tasks (CirclePoint)

- **Background Research.** Conduct a records search at the California Historical Resources Information System, Northwest Information Center at Sonoma State University and will review previously prepared documents such as EIRs and historical resources inventory and evaluation reports.

Geology and Seismicity**Tasks (Ninyo & Moore)**

- **Data Review.** Ninyo & Moore will review readily available geologic maps, geologic hazard maps, historic topographic maps, published geologic literature, soil survey data, stereo-paired aerial photographs, and in-house geologic and geotechnical information. Sources of information will include, but are not limited to, the California Geological Survey (CGS), United States Geological Survey (USGS), and available relevant geotechnical reports from the City of Oakland and the County of Alameda. The existing General Plan and Seismic Safety Element of the City of Oakland will be reviewed.
- **Project Area Seismic History.** Ninyo & Moore will review historic earthquakes that have impacted the project area. An evaluation of known active faults within an approximately 100-kilometer radius of the project area will be conducted. A probabilistic seismic hazard analysis will be performed to estimate anticipated ground accelerations and response spectral accelerations.
- **Seismic Shaking Hazard Evaluation.** A preliminary evaluation of seismic shaking hazards, including liquefaction, dynamic settlement, lateral spreading, ground lurching, tsunamis, and seiches will be undertaken. This will include a site reconnaissance by a certified engineering geologist to observe existing surficial conditions and review of published geologic mapping.
- **Geotechnical Constraints.** A preliminary evaluation of potential geotechnical constraints, such as undocumented fill, expansive soils, shallow groundwater, corrosive soils, compressible soils, and general foundation conditions will be undertaken.
- **Mitigation Measures.** Evaluation of mitigation measures that may be considered for geologic and seismic hazards that could impact current and future development. Our preliminary evaluation will also address mitigation measures that may be considered for geotechnical constraints within the subject area.
- **Preliminary Geotechnical Report.** This report will present the results of the assessment regarding the undocumented fill, soil, geologic, and seismic conditions along the Central Estuary waterfront area. The report will include Ninyo & Moore's preliminary conclusions and recommendations regarding mitigation measures that may be considered for the project conceptual design for inclusion in the EIR. The report will be illustrated with topographic maps, geologic maps, fault location maps, and seismic hazard maps.
- **Meetings.** Ninyo and Moore will attend one project meeting at the beginning of the project.

Hazardous Materials Assessment

The project area contains a mix of well-established heavy industrial uses, more recent commercial activities and residential uses. Ninyo & Moore will prepare and Hazards Materials Assessment and a limited Phase II Environmental Site Assessment (see Task 8.4) to evaluate the current environmental condition of the Specific Plan area.

Tasks (Ninyo & Moore)

- **Site Reconnaissance.** Conduct a site visit to visually evaluate site characteristics for possible contaminated surface soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of site contamination from activities in the

project area. Properties within and adjoining the project area will be visually evaluated from public rights-of-way, only. Conduct a site vicinity reconnaissance to evaluate characteristics of adjacent properties for possible environmental influences on the site.

- Database Review. Review a computerized database search of readily available government and regulatory agency environmental lists for the site and for properties located within approximately 1/8 mile of the Specific Plan area. The objective of the database search will be to evaluate locations where hazardous materials may have been used or stored and their possible effects on the area. Properties of possible concern will be further evaluated by requesting and reviewing readily available environmental documents for these properties. Locations of properties of concern will be shown on maps of the site vicinity. Ninyo & Moore will also review State of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) oil field maps and review of information provided by the California State Fire Marshal regarding oil and natural gas pipelines.
- Historic Land Use Review. Review site and adjacent historical land use to provide an overview of past uses that likely involved the use or storage of hazardous materials. Information that will be used to review the site history will include readily available historical aerial photographs (provided by a single vendor), historic United States Geological Survey (USGS) Topographic Maps, Regulatory Databases, and review of Sanborn Insurance Maps.
- Prepare Hazardous Materials Assessment. A stand-alone HMA technical report will be prepared. The report will document findings and provide a discussion of findings, conclusions, and mitigation measures regarding the current environmental condition of the Specific Plan area and recommendations for supplemental site assessments, as appropriate. The report will address concerns noted throughout the project area. This report will not include subsurface exploration, soil or water sampling, chemical analysis, or evaluation of lead, radon, or asbestos. Private properties within and adjoining the project area will be observed from public rights-of-way. The report will not include acquisition of, or review of, regulatory, agency case files.

Tasks (CirclePoint)

- Incorporate the technical reports into the EIR.

Hydrology and Water Quality

CirclePoint will draw upon available documentation to identify local drainages and waterways, and describe existing conditions related to water quality, impervious surfaces, stormwater drainage patterns and systems. Because development from the project will occur within an already urbanized area, a significant impact to impervious surface coverage is not expected. The evaluation and recommendations for stormwater drainage provided by the Infrastructure studies associated with the Specific Plan will be incorporated into the EIR. Policy-level and best management practices mitigation measures will be developed for use in the Specific Plan.

Land Use and Planning

Current land uses in the project area include a mix of industrial, commercial, residential and open space. The northern and central portions contain heavy industrial, commercial and residential. The southern portion contains manufacturing and construction related businesses, which benefit from their proximity to I-880. The land use analysis will consider the changes to existing and planned uses from implementing the Specific Plan incorporating the results of the building inventory conducted by the Specific Plan team as applicable.

Tasks (CirclePoint)

- Describe existing General Plan land use designations and Zoning for the project area using tables and graphics.

- Describe existing land use policies associated with the Bicycle and Pedestrian Master Plans and EIRs, the Estuary Policy Plan and EIR, the Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines, and other information about planned improvements in the Estuary Area.
- Describe the elements of the proposed Specific Plan for the project area and consider whether the proposed uses would conflict with adjacent or nearby uses.
- Evaluate consistency of the Specific Plan with General Plan policies utilizing the approach identified in Appendix C of the City's CEQA Thresholds
- Discuss any changes in land use density, interrelationship of uses, and introduction of incompatible land use types.

Mineral Resources

The project site is not believed to contain any known mineral resources and is not located in an area mined for mineral resources. Mineral resources will be discussed within the "Effects Not Found to be Significant" chapter of the EIR.

Noise and Vibration

Tasks (Wilson Ihrig Associates)

- **Conduct Noise Survey.** WIA will conduct a survey of the existing noise and vibration in the project area and at nearby noise sensitive areas (e.g., residences, motels) which may be affected by the Specific Plan. The noise survey will be accomplished with measurements at four to six representative locations in the study area, selected to represent the variety of existing noise environments near sensitive receptors in the study area. The noise survey will involve the deployment of four to six battery-operated noise meters for four to six days, strapped to trees or utility poles near each location. These units will continuously measure the noise, and the equivalent noise level and noise statistics will be stored every hour, or as needed to evaluate the current environment against the Oakland Noise Ordinance. In addition to these long-term noise measurements, attended measurements of 15 to 30 minutes duration will be conducted at each location to observe and record the existing noise sources and typical noise levels. These short-term measurements will be conducted at least once for every location; in existing and proposed residential areas the noise during the nighttime hours will also be measured and observed.
- **Conduct Vibration Survey.** WIA will conduct a survey of the existing vibration in the project area and at nearby sensitive areas (e.g., residences, motels) which may be affected by the Specific Plan. The vibration survey will involve measurement of the ground vibration at each location. These measurements will be recorded and subsequently analyzed in WIA's laboratory to obtain information regarding the typical maximum vibration amplitudes. The vibration survey will be coordinated with the short-term noise measurements. If not already conducted as part of the above measurements, WIA will also measure the noise and vibration from rail activity at potentially sensitive areas representative of the future project.
- **Evaluation Criteria.** WIA will prepare a memorandum reviewing the City of Oakland's CEQA evaluation checklist and indicate the referenced standards. If necessary, WIA will also provide additional information to clarify the application of such standards.
- **Noise and Vibration Impact Assessment.** The future noise environment will be predicted (construction and operations), based on the results of the noise survey and the conceptual elements of the Specific Plan, including changes in noise from increases in traffic, restaurants, entertainment venues, etc. The future noise environment within the Specific Plan area will be evaluated to determine the level of noise impact. If necessary, recommendations to reduce noise will be provided. Potential

impacts from construction noise and vibration will be included in the analysis. Existing and potential vibration impacts will also be evaluated.

- Technical Noise Report. WIA will prepare a Technical Report, which will contain the details of the noise and vibration measurements, evaluation criteria, prediction methodology, impacts and recommended control measures.
- Meetings. WIA will attend one meeting to discuss the technical report.

Tasks (CirclePoint)

- CirclePoint will incorporate the findings of WIA's noise report into the EIR.

Parks and Recreation

Implementation of the Specific Plan may increase the residential and/or daytime employee population of the Specific Plan area, in turn generating an increased demand for parks and recreational facilities. The Specific Plan may also include a waterfront promenade/Bay Trail alignment as envisioned in the Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines document. CirclePoint will identify any applicable City criteria, such as acreage and/or square footage of facilities per capita, in determining whether the proposed parks/open space provided by the Specific Plan in combination with existing facilities would be sufficient to serve the increased population.

Tasks (CirclePoint)

- Using the General Plan and other relevant policy documents as a guide, describe and document existing park and recreational facilities in/near the Specific Plan area. Contact appropriate City personnel to verify information.
- Summarize current park planning guidelines for the Estuary Area and discuss relationship of Specific Plan to these guidelines.
- Identify City of Oakland service ratios, noting any difference between existing levels of service and goals set forth in the General Plan.
- Determine if population increase associated with Specific Plan would have a significant impact on park and recreation facilities in terms of service and usage ratios.
- Building upon information in the General Plan and other planning documents associated with the Estuary Area, determine whether existing and planned parks in the City, including any planned as part of the Specific Plan, would be adequate to cover the proposed project and City-wide demand.

Population and Housing

Implementation of the Specific Plan could have a variety of potential effects related to population and housing. Any potential population growth and displacement generated by the Specific Plan would require evaluation in the EIR, although economic and social changes are not treated as significant effects on the environment under CEQA. The General Plan Housing Element and market analysis all will provide information that can be incorporated into the population and housing discussion.

Tasks (CirclePoint)

- Discuss current and projected City population, household, and employment and how recent trends compare to the projections. Discuss indicators of housing affordability such as median home price and vacancy rates
- Summarize relevant information on the jobs/housing balance from the General Plan Housing Element. Discuss the requirements for affordable housing.

- Discuss the total population that could be accommodated by new housing proposed as part of the Specific Plan.
- Analyze the potential change to the jobs/housing balance within City limits resulting from the potential increased job opportunities created by the Specific Plan.
- Discuss whether the construction of housing in the Specific Plan area is consistent with population growth projected for the City using General Plan and ABAG projections.
- Evaluate the potential for direct and indirect displacement of residents.

Public Services

Development proposed under the Specific Plan will increase the demand for public services in the area. The EIR will need to identify whether these expanded public services can be provided by existing service providers under current and/or future planned service levels. The EIR will incorporate information provided by the Specific Plan evaluation of public services, which includes an evaluation of fire protection services, and recommendation for public transit improvements to serve the project area.

Tasks (CirclePoint)

- The City of Oakland's CEQA threshold for impacts to public services is whether the project would result in the need for new or physically altered facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times and other performance objectives. Many jurisdictions use the increase in demand for service alone as the basis for determining significance, with conclusions often tied to the input of the service providers. We will consult with the City to determine the appropriate significance thresholds and the preferred approach to analyzing project impacts.
- Contact the Oakland Police Department representatives to determine the departments' ability to provide service and meet response time standards, including emergency fire and ambulance services. The key question will be to determine if acceptable service levels can continue to be provided in the future.
- Develop appropriate mitigations measures, which for the Specific Plan can include policies to require development impact fees, controls of the timing of growth, and/or requirements that infrastructure be upgraded in advance of any new development. Project specific mitigations will be required should implementation of the Specific Plan generate significant impacts.
- Coordinate with the Oakland School District to obtain existing enrollment and capacity figures for all schools that would serve the Specific Plan area. Discuss the provisions and criteria of SB 50 and the District's eligibility to levy alternate developer fees.

Transportation

The uses considered by the Specific Plan may increase vehicle traffic throughout the project area. The traffic and parking conditions identified in the inventory of existing conditions and evaluated in the access, circulation and parking demand analysis should provide ample analysis for use in the EIR section.

Tasks (CirclePoint)

- Coordinate with the Specific Plan team to incorporate the traffic and parking studies into the EIR section.

Utilities

Implementation of the Specific Plan will increase the demand for utilities and infrastructure improvements in the City. Redevelopment of the area could increase residential, commercial and industrial water demand while possibly offsetting demand from any uses that are curtailed. The EIR will incorporate information from

the Specific Plan's evaluation of utilities, which will include an evaluation of water service capacity and needs, wastewater disposal needs, and coordination with EBMUD.

Tasks (CirclePoint)

- Document applicable City policies on water supply and use and wastewater collection and treatment, including water conservation and wastewater reclamation policies. Estimate project water demand relative to anticipated supply identified in the UWMP.
- Document the City's current solid waste generation and diversion rate, and the location of nearby landfills. Discuss applicable laws, including regulations that require recycling of construction waste and state diversion laws for other waste.
- Document the results of the utility study conducted as part of the Specific Plan regarding the capability of existing infrastructure in the project area to support projected new levels of development.
- Identify mitigation measures for the project, including City water conservation measures.
- Discuss the project's need to install, upgrade, or relocate other utilities such as telecommunication lines, power lines and natural gas service as discussed in the Specific Plan's analysis of the proposed infrastructure. Direct environmental impacts of these utility changes will be evaluated in other topical sections of the EIR.

Task 8.8: Cumulative and Growth Inducing Impacts

Cumulative Impacts. The EIR will evaluate whether build-out of the Specific Plan would result in a considerable contribution to overall cumulative impacts. The analysis will address the potential impacts in conjunction with all past, present, approved, pending and reasonably foreseeable future projects for years 2015 and 2030, using the CMA model. CirclePoint will work with the City to determine what other projects should be included in the cumulative analysis. A cumulative impact area will be identified based on the spatial boundary of the resource of concern, i.e., the cumulative impact area for air quality is the greater San Francisco Bay Area, while aesthetic cumulative impacts apply to the immediate project area.

Each CEQA topical area will be discussed separately, determining whether the Specific Plan's impact would be cumulatively considerable. In general, a project's contribution to a cumulative impact is determined not to be cumulatively considerable if the project includes measures that required the implementation of a "fair share" of mitigation designed to alleviate the cumulative impact. The City criteria for establishing whether a project's contribution to cumulative impacts would be "considerable" will be used for the air quality and transportation/traffic evaluations. The EIR will provide a discussion of any reasonably feasible options for mitigating or avoiding the project's contribution to any significant cumulative impacts.

Growth Inducing Impacts. This section of the EIR will include a discussion of growth inducing impacts due to the project in accordance with CEQA Section 15126.2(d). The CEQA Guidelines identify a project as "growth inducing" if it fosters economic or population growth, or the construction of additional housing, directly or indirectly, in the surrounding environment. The Specific Plan will directly induce growth by bringing new employees into the area and introducing additional population. The Specific Plan may also indirectly induce growth by creating a condition (new retail and commercial capacity) that attracts additional population or new economic activity.

Typically, the growth-inducing potential of a project is considered significant if it fosters growth or a concentration of population in excess of what is assumed in pertinent master plans or land use plans, or in projections made by regional planning agencies. Growth-inducement is also considered significant if it directly or indirectly affects the ability of the agencies to provide needed public services. CirclePoint will consider the direct and indirect

growth inducing impacts of the Specific Plan and evaluate whether the increases to jobs and population are within the forecasted ranges for the City of Oakland.

Task 8.9: Alternatives

CirclePoint will coordinate with the Specific Plan team and City staff to assist in the formulation of alternatives, providing advice on the potential environmental effects associated with alternatives. The EIR will include the “No Project Alternative” (required by CEQA), a land use/urban design alternative, a reduced scope project alternative, and mitigated project alternative. Environmentally superior alternatives will be identified. The alternatives will be evaluated for each environmental topic addressed in the EIR and include a matrix comparing the alternatives to one another, as well as against the City’s Thresholds of Significance. In accordance with CEQA, the alternatives will be evaluated in less detail than the proposed project.

Task 8.10: CEQA-Required Assessment Conclusions

Pursuant to CEQA Section 15126 CEQA Required Conclusions, the following information will be presented as applicable:

- Unavoidable significant environmental impacts.
- Significant irreversible changes which would be caused by the Specific Plan.
- Relationship between short-term and long-term uses of the environment.

The EIR will also include a discussion of “Effects Not Found to be Significant” in accordance with CEQA Section 15128. This discussion will go through each item on the City’s Initial Study and Environmental Review Checklist and either direct the reader to the appropriate EIR section for relevant issues, or summarize why a particular resource (i.e., agriculture, mineral, biological) would not be significantly impacted. Any other issues determined not to be significant during the preparation of the EIR will also be discussed in this chapter.

Key Meetings and Deliverables for Task 8

Meetings:

- Scoping (1)
- City EIR Reviewing Team (12)
- Landmarks Preservation Advisory Board (4)
- Parks and Recreation Advisory Board (4)
- Specific Plan Team (3)

Deliverables:

- Notice of Preparation
- Scoping Sessions Staff Report
- Memorandum on EIR Significance Criteria
- Soil and Groundwater Report
- Memorandum describing proposed alternatives for analysis in the EIR.

Task 9: Draft Environmental Impact Report (DEIR)

Task 9.1: First Administrative Draft EIR

CirclePoint will compile, refine and organize the information developed in Task 8 into an Administrative Draft EIR. The EIR will include the following components:

- Table of Contents

September 5, 2008

- Introduction
- Executive Summary and Impacts / Standard Conditions of Approval and Mitigation Summary Table
- Project Description
- Environmental Setting, Impact Analysis, Standard Conditions of Approval and Mitigation Measures
- Alternatives to the Project
- CEQA-Required Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices (if applicable)

Ten (10) hard copies of the Administrative Draft EIR #1 will be submitted to the City, along with PDF and MS Word versions. Following receipt of comments, CirclePoint will consolidate the comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. We will then meet with City staff to discuss comments on the Administrative Draft #1.

As part of the development of the DEIR, CirclePoint will meet with the Landmarks Preservation Advisory Board and will meet with the Parks and Recreation Advisory Council to discuss environmental issues that relate to the Bay Trail and other planned open space.

Arup will update the transportation analysis completed in Task 6 for up to three additional scenarios. The findings will be documented in a Transportation Impact Analysis report suitable for inclusion as an appendix to the DEIR.

Task 9.2: Second Administrative Draft EIR

CirclePoint will amend the first Administrative Draft EIR based on the comments received from City staff in redline/strikeout format showing additions and deletions.

Ten (10) hard copies of the Administrative Draft EIR #2 will be submitted to the City, along with PDF and MS Word versions. Following receipt of comments, CirclePoint will consolidate the comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. We will then meet with City staff to discuss comments on the Administrative Draft #2.

Task 9.3: Third Administrative Draft EIR

CirclePoint will amend the second Administrative Draft EIR based on the comments received from City staff in redline/strikeout format showing additions and deletions.

Ten (10) hard copies of the Administrative Draft EIR #3 will be submitted to the City, along with PDF and MS Word versions. Following receipt of comments, CirclePoint will consolidate the comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. We will then meet with City staff to discuss comments on the Administrative Draft #3.

Task 9.4: Screencheck Draft EIR

CirclePoint will amend the third Administrative Draft EIR based on the comments received from City staff in redline/strikeout format showing additions and deletions.

Three (3) hard copies of the Screencheck Draft EIR will be submitted to the City, along with PDF and MS Word versions to verify that all requested changes have been made and all appendix materials, references and

final graphics are acceptable. Following acceptance by the City, CirclePoint will publish the Public Review Draft EIR.

Task 9.5: Public Review Draft EIR

One hundred (100) copies and 25 CD-ROM's of the Draft EIR will be produced for public distribution and submittal to the City. CirclePoint will prepare the combined Notice of Availability/Release and a Notice of Completion in accordance with the CEQA Guidelines, and coordinate with the City to distribute the Draft EIR pursuant to CEQA and City review procedures. CirclePoint will send the appropriate number of copies to the State Clearinghouse for its use.

Two (2) CD-ROM's will be delivered to the City containing all digital files of the Draft EIR in MS Word and PDF format. CirclePoint will draft the staff reports, attend the Draft EIR public hearing, and will attend any necessary advisory board meetings such as the Parks and Recreation Advisory Board and produce a written transcript of the comments for use in subsequent tasks and for inclusion as part of the Final EIR comments section.

Key Meetings and Deliverables for Task 10

Meetings

- City EIR Reviewing Team (4 meetings)
- Public Hearing (1)

Deliverables

- Administrative Draft EIR #1, #2, #3
- Screencheck Draft EIR
- Public Review Draft EIR
- Combined Notice of Availability/Release and Notice of Completion
- Draft Staff Reports for Draft EIR Public Hearing
- Written Transcript of Comments from Public Hearing and Advisory Board Meetings (as appropriate)

Task 10: Final EIR

Task 10.1: Response to Comments

CirclePoint will prepare written responses to comments as part of the Final EIR on the project following the public review period. We will meet with City staff following the close of the comment period to discuss the best approach, which may include the use of master responses.

Arup hours listed in the proposed budget for responses to comments are an allowance. If an unusually large volume of comments are received, time in excess of the budget for this task would be billed on a time and materials basis.

Task 10.2: First Admin Draft Final EIR

As part of the development of the FEIR, CirclePoint will meet with the Landmarks Preservation Advisory Board and will meet with the Parks and Recreation Advisory Council to discuss environmental issues that relate to the Bay Trail and other planned open space.

CirclePoint will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies and prepare a Final EIR.

Included in the Administrative Draft Final EIR will be: (1) a list of persons, organizations, and public agencies commenting on the Draft EIR; (2) copies of all written comments, and the responses thereto; and (3) summary

of verbal comments on the Draft EIR received at public hearings and responses thereto; and (4) necessary revisions to the Draft EIR. CirclePoint will provide substantial topic-specific detail in preparing responses to comments.

Ten (10) copies of the Administrative Draft Final EIR will be submitted to the City, along with PDF and MS Word versions, for review and comment. At the end of the review period we will meet to discuss comments on the Administrative Draft.

Task 10.3: Second Admin Draft Final EIR

After review by City staff of the first Administrative Draft Final EIR, CirclePoint will consolidate the comments received and identify conflicts and other comments that may warrant discussion with the EIR reviewing team. We will meet with the City to discuss comments.

CirclePoint will revise the first Administrative Draft Final EIR based on City comments and submit ten (10) copies of the Administrative Draft Final EIR #2 to City staff, along with PDF and MS Word versions.

Task 10.4: Third Admin Draft EIR

After review by City staff of the second Administrative Draft Final EIR, CirclePoint will consolidate the comments received and identify conflicts and other comments that may warrant discussion with the EIR reviewing team. We will meet with the City to discuss comments.

CirclePoint will revise the second Administrative Draft Final EIR based on City comments and submit ten (10) copies of the Administrative Draft Final EIR #3 to City staff, along with PDF and MS Word versions.

Task 10.5: Screencheck Final EIR

After review by City staff of the Administrative Draft Final EIR #2 or #3, CirclePoint will revise the Administrative Draft Final EIR based on City comments and submit three (3) copies of the Screencheck Draft Final EIR to City staff, along with PDF and MS Word versions.

Task 10.6: Public Review Final EIR

After review by City staff of the Screencheck Draft Final EIR, CirclePoint will prepare the Public Review Final EIR for public distribution and review. CirclePoint will prepare fifty (50) hard copies and 25 CD-ROMS of the Public Review Final EIR for public distribution and review. CirclePoint will submit two (2) camera-ready copies and two (2) MS Word and PDF format copies to the City.

Task 10.7: Standard Conditions of Approval and MMRP

CirclePoint will prepare Standard Conditions of Approval/ Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Section 15097. The MMRP will be prepared in the City template form of a spreadsheet matrix and will include all proposed mitigation measures, the party responsible for implementation, the party responsible for monitoring, and the monitoring action to be used to ensure compliance.

CirclePoint will work closely with City staff to ensure that the MMRP is prepared in a format that will be easy for staff to implement and is tailored to the City's approval procedures. A checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development, and review.

The City will review and provide comments on the MMRP. CirclePoint will revise the MMRP using redline strikeout and submit to City staff for final approval. CirclePoint will finalize the MMRP after receiving City comments.

Key Meetings and Deliverables for Task 10

Meetings

- City EIR Reviewing Team (4)

Deliverables

- Administrative Final EIR #1. #2. #3
- Screencheck Final EIR
- Public Review Final EIR
- Combined Notice of Availability/Release and Notice of Completion
- Draft Staff Reports for Draft EIR Public Hearing
- Written Transcript of Comments from Public Hearings and Advisory Board Meetings (as appropriate)
- Standard Conditions of Approval / MMRP

Proposed Schedule

The CD+A Team proposes the following schedule to meet the goals of the Specific Plan process as identified in the Request for Proposals. Based on our team's experience and the level of community involvement desired, we believe that the 12-month timeline discussed in the prebid meeting may not be feasible. Instead, we propose an approximately 18-month timeline for completion of the Public Review Draft Specific Plan and EIR, with the hearing and adoption process following. If selected, we are open to negotiating a project schedule that meets the City's needs.

Task	2009												2010												
	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Task 0: Project management and coordination																									
0.1 Ongoing PM and QC																									
0.2 finalize scope and schedule																									
Task 1: Project Initiation																									
1.1 Team kick-off and site visit																									
1.2 Background research and documentation																									
1.3 Base mapping																									
1.4 Community workshop #1 - visioning and goals																									
1.5 Community workshop #2 - feedback on draft goals/objectives																									
Task 2: Public outreach strategy																									
2.1 Education/information phase																									
2.2 Planning phase																									
2.3 Outreach Phase																									
Task 3: Analysis of Existing Conditions, Opportunities and Constraints																									
3.1 Land use/urban form																									
3.2 Sustainability opportunities and constraints																									
3.3 Transportation conditions																									
3.4 Infrastructure and public facilities																									
3.5 Existing conditions report																									
3.6 Community workshop #3 - existing conditions/opportunities and constraints																									
Task 4: Demographic, Socio-Economic and Market Conditions																									
4.1 Select HDMT tools																									
4.2 Resident profile																									
4.3 Business profile																									
4.4 Market assessment																									
Task 5: Land use and urban design alternatives and analysis																									
5.1 Community workshop #4 - input for preliminary alternatives																									
5.2 Opportunity site assessment																									
5.3 Land use/urban design alternatives																									
5.4 Preliminary market demand analyses of alternatives																									
5.5 Fiscal impact analysis of alternatives																									
5.6 Socio-economic/workforce evaluation																									
5.7 Affordable housing/displacement evaluation																									
5.8 Sustainability evaluation																									
5.9 Community services evaluation																									
5.10 Traffic/transportation evaluation																									
5.11 Visual simulation of alternatives																									
5.12 Present alternatives to Planning Commission, Council and committees																									
5.13 Community workshop #5 - draft alternatives and analysis																									
5.14 Community workshop #6 - selection of preferred alternative																									
5.15 Comparative cost analysis																									
Task 6: Specific Plan Preparation																									
6.1 Admin Draft Specific Plan																									
6.2 Public Review Draft Specific Plan																									
6.3 Community workshop #7 - Draft Specific Plan and guidelines																									
6.4 Revised Draft Specific Plan																									
6.5 Community workshop #8 - Revised Draft Specific Plan and guidelines																									
6.6 Final Specific Plan																									
Task 7: Zoning and General Plan amendments (Including CEQA)																									
7.1 Issues summary																									
7.2 General plan amendments																									
7.3 Zoning amendments																									
7.4 Staff reports																									
Task 8: Preliminary Evaluation and EIR Initiation																									
8.1 Summary of environmental issues																									
8.2 Notice of Preparation																									
8.3 Scoping session report to Planning Commission																									
8.4 Preliminary soil sampling																									
8.5 Base map preparation																									
8.6 Significance criteria																									
8.7 Setting, impacts and mitigation measures																									
8.8 Cumulative and growth inducing impacts																									
8.9 Alternatives																									
8.10 CEQA-required assessment conclusions																									
Task 9: Draft Environmental Impact Report																									
9.1 First Admin Draft EIR																									
9.2 Second Admin Draft EIR																									
9.3 Third Admin Draft EIR																									
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10.6 Public Review Final EIR																									
10.7 Standard conditions of approval and MMRP																									

MASTER

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND

And _____

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of date of contract, 2007 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and name of contractor. ("Contractor")

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Work, attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Name of Project Manager.

3. Time of Performance

Contractor's services shall begin on (month) (day), (year), and shall be completed by (month) (day), (year).

4. Compensation and Method of Payment

[NOTE: The 1st paragraph and preferred method, a **not to exceed amount with a cap**, is written to assure that the City does not pay more than the Contractor's actual costs, and in no event more than the cap even though the Contractor's actual costs may exceed the cap. Other methods may be used as appropriate, as in the

2nd paragraph, a **Lump sum or Deliverables-based firm-fixed price** for the total project, in which the contractor is paid a set amount regardless of the costs actually incurred; or, as in the

3rd paragraph, **Time & Materials**, which provides for payment at an hourly rate plus cost reimbursement, with a ceiling on the total project or contract amount, with the contractor being able to stop work (and not complete the project) once the contract amount is reached.

Select the appropriate paragraph. Contact the City Attorney if you are not sure which compensation paragraph applies to your contract.]

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$_____, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule A**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

OR

Contractor will be paid for performance of the entire scope of work set forth in **Schedule A** an amount not to exceed \$_____. Payment(s) of the **fee(s) or lump sum(s)** stated in **Schedule A** for each of the **deliverables**, shall be due upon completion and acceptance of each of the **deliverables**, at which time Contractor shall submit an invoice. Invoices shall state a description of the **deliverable** completed and the amount due.

OR

Contractor will be paid for performance of the entire scope of work set forth in **Schedule A** an amount not to exceed \$_____. Payment at the **rates** stated in **Schedule A**, shall be due upon completion and acceptance of the **services**, at which time Contractor shall submit an invoice. Invoices shall state a description of the **services** completed and the amount due.

[Note: Include the two paragraphs below in all contracts.]

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire, Part A**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary of Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information, as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements set forth in **Schedule S, Audit Inspection and Fiscal Reporting Requirements**, which is attached hereto and incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required in **Schedule S** and under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120, Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor will indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmember's, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitees") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

- b. City will give Contractor prompt written notice of any such claim of loss or damage and will cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- c. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- d. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any actions or claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitees.
- e. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8) and shall survive the expiration or sooner termination of this Agreement.
- f. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to the payment of the grant to Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and

claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of Contract Compliance, upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, Office of Contract Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

18. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on _____.

19. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the

official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In

addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

20. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. Local and Small Local Business Enterprise Program (L/SLBE)

- a. **Requirement** - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime Contractor and/or sub-Contractor(s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by

the City of Oakland in order to earn credit toward meeting the twenty percent requirement.

- b. Good Faith Effort - In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. Incentives – Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. Banking – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow Contractors to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Contractors will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.
- e. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime Contractor must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub Contractor and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.
- f. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime Contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- g. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity and Gender Questionnaire**, **Schedule E, Project Contractor Team**, and **Schedule F, Exit Report and Affidavit**, attached and incorporated herein and made a part of this Agreement.

- h. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- i. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

22. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (Contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N, Declaration of Compliance – Living Wage**, and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the Contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$10.39 with health benefits or \$11.95 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.51** per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2005 Earned Income Tax Outreach Kit www.cbpp.or/eic/2005.
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

23. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (Contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001).

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination.**

24. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O, Campaign Contributions**.

25. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

26. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

27. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

28. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

29. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty- (30)-days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty-(30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

30. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

31. Governing Law

This Agreement shall be governed by the laws of the State of California.

32. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland Information)

City of Oakland
Public Works Agency
Address _____
Oakland, CA 94612-2033

Attn: Name of Project Manager

(Contractor Information)

Name of Company
Address
City, State and Zip

Attn: Contact Person Name

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties' ten- (10) business days before the change is effective.

33. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the

rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

34. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

35. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

36. Time of the Essence

Time is of the essence in the performance of this Agreement.

37. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without

limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

38. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

39. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation

Name of Company
Contractor

(City Administrator's Office) (Date)

(Signature) (Date)

Please Print Name

Department Head

(Signature) (Date)

Business Tax Certificate No

Approved as to form and legality:

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

Schedule Q

INSURANCE REQUIREMENTS

a. General Liability, Automobile, Worker's Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance**, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.
 - A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project].
 - C. If the policy is a "claim made" type policy, the following should be included as endorsements:
 - 1) The retroactive date shall be the effective date of this Agreement or a prior date.
 - 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Contractor does not own vehicles, but utilized non-owned and hired

vehicles, evidence of such coverage is acceptable with a signed statement from Contractor stating that only non-owned and hired vehicles are used in the course of the contract.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Professional Liability/errors and omissions insurance** in the amount of _____.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. Cross-liability coverage as provided under standard ISO forms' separation of insureds clause; and
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- iv. Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2008 OCT 30 PM 6:10

Approved as to Form and Legality

DRAFT

Agency Counsel

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

Resolution No. _____ C.M.S.

RESOLUTION AUTHORIZING A CONTRIBUTION OF AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED AND THIRTEEN THOUSAND TWENTY FOUR DOLLARS (\$2,113,024) FROM THE COLISEUM REDEVELOPMENT PROJECT AREA TO THE CITY OF OAKLAND UNDER THE COOPERATION AGREEMENT TO FUND THE DEVELOPMENT OF THE CENTRAL ESTUARY AREA SPECIFIC PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT

WHEREAS, the Agency wishes to fund the costs for the development of the Central Estuary Area Specific Plan by the City of Oakland for the area which generally encompasses 19th Ave. to the north, 54th Ave. to the south, I-880 to the east and the Bay to the west and is primarily within the boundaries of the Coliseum Redevelopment Project Area, as well as an accompanying Environmental Impact Report; and

WHEREAS, the City and the Agency entered into a Cooperation Agreement on July 1, 2004, which generally governs the provision of assistance and the payment of funds between the two agencies, including Agency financial contributions to City activities in support of redevelopment projects; and

WHEREAS, Sections 33020, 33021, 33131 of the California Health and Safety Code authorize a redevelopment agency to prepare plans for the redevelopment of a project area; and

WHEREAS, the Central Estuary Area Specific Plan will include a comprehensive evaluation of the following topics:

- 1) Overall plan objectives for land use and development, transportation and circulation, urban design and waterfront access and recreational opportunities within the study area.
- 2) Site organization including distribution, location and extent of land uses, including open space within the area covered by the plan.
- 3) Regulatory framework for achieving preferred land use model (e.g. zoning and parking amendments, redevelopment authority).
- 4) Urban design goals expressed through form-based design standards and guidelines that integrate existing historical resources in the area and enhance development opportunities and maintain uniform building and signage appearance.
- 5) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste, disposal, energy,

and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.

- 6) Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable.
- 7) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (2), (3), and (4).
- 8) Detailed cost estimates for recommended improvements and a phasing strategy for implementation of required public improvements if full funding is not immediately available.
- 9) Consistency with zoning, general plan and area redevelopment plans.
- 10) Environmental Impact Report (EIR) to satisfy the requirements of CEQA; and

WHEREAS, the City Council is consenting to the use of Agency funding for the Central Estuary Area Specific Plan and related EIR; now, therefore, be it

RESOLVED: That the Agency hereby allocates and contributes Two Million One Hundred And Thirteen Thousand Twenty Four Dollars (\$2,113,024) during Fiscal Year 08-09' from the Coliseum Operations Fund (9450), Coliseum Redevelopment Organization (88659), Coliseum Redevelopment Miscellaneous Operating Project (S82600), in a City Project to be established for the Central Estuary Area Specific Plan Project, to the City under the Cooperation Agreement to fund the Central Estuary Area Specific Plan and related Environmental Impact Report; and be it

FURTHER RESOLVED: That the Agency hereby authorizes the Agency Administrator, or his or her designee, to take all actions necessary with respect to the Agency funding in accordance with this Resolution and its basic purposes.

IN AGENCY, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and CHAIRPERSON DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: **DRAFT**

LaTonda Simmons
Secretary, Redevelopment Agency
of the City of Oakland, California

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2008 OCT 30 PM 6:11

Approved as to Form and Legality

DRAFT

Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

Introduced by Councilmember _____

A CITY RESOLUTION ACCEPTING AND APPROPRIATING A CONTRIBUTION OF REDEVELOPMENT AGENCY FUNDS UNDER THE COOPERATION AGREEMENT IN AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED AND THIRTEEN THOUSAND TWENTY FOUR DOLLARS (\$2,113,024) AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY DESIGN + ARCHITECTURE FOR DEVELOPMENT OF THE CENTRAL ESTUARY AREA SPECIFIC PLAN IN AN AMOUNT NOT TO EXCEED TWO MILLION FIFTY ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$2,051,480)

WHEREAS, on July, 10, 2007, the Oakland City Council directed that a Specific Plan and related Environmental Impact Report (EIR) be prepared for the Central Estuary Area which generally encompasses 19th Ave. to the north, 54th Ave. to the south, I-880 to the east and the Bay to the west; and

WHEREAS, the Redevelopment Agency wishes to fund the preparation of the Specific Plan and related EIR for the Central Estuary Area; and

WHEREAS, the Redevelopment Agency has authorized a \$2,113,024 contribution to the City for the development of a Specific Plan and related EIR for the Central Estuary Area

WHEREAS, the City and the Agency entered into a Cooperation Agreement on July 1, 2004, which generally governs the provision of assistance and the payment of funds between the two agencies, including Agency financial contributions to City activities in support of redevelopment projects; and

WHEREAS, the firm of Community Design + Architecture was selected through a review of competitive proposals, professional qualifications and negotiations relative to providing a comprehensive fee and Scope of Work within the City's available budget and authorized Scope of Work for the project; and

WHEREAS, the City Council finds that this agreement is for services of a professional nature, the services under this agreement will be temporary, and this agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now therefore be it

RESOLVED: That the City Council hereby accepts and appropriates up to \$2,113,024 in Redevelopment Agency funds for development of a specific plan and environmental document with \$2,113,024 during Fiscal Year 08-09' for the Central Estuary Area which generally encompasses 19th Ave. to the north, 54th Ave. to the south, I-880 to the east and the Bay to the west, and allocates these monies to the Oakland Redevelopment Agency Projects Funds (7780), Org (88659), Coliseum Redevelopment Project (C82620); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to negotiate and execute a professional services contract and a scope of services, in substantial conformance with Attachments B and C to the City Council Agenda Report dated November 12, 2008, with Community Design + Architecture to develop a Specific Plan and accompanying Environmental Impact Report in an amount for basic services not to exceed One Million Six Hundred Fifty Thousand Eight Hundred Dollars (\$1,650,800), subject to the review and approval by the Office of the City Attorney; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to exceed the amount for additional services for optional scope items, project contingencies or unforeseen conditions and additional staff resources including City attorney review, in an amount not to exceed Four Hundred Thousand Six Hundred Eighty Dollars (\$400,680) and to set aside an additional 3% of the base contract amount plus the contingency, or Sixty One Thousand Five Hundred Forty Four Dollars (\$61,544) for contract compliance costs; for a total not-to-exceed contract amount of Two Million Fifty One Thousand Four Hundred Eighty Dollars (\$2,051,480), for a total project cost of \$2,113,024; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to (a) approve any subsequent amendments to or extensions of said agreement, except those involving compensation or the allocation of additional funds, provided that such amendments or extensions shall be reviewed and approved by the Office of the City Attorney and filed with the City Clerk's Office, and (b) to take any other necessary steps to develop the Specific Plan, consistent with the terms of this Resolution; and be it

FURTHER RESOLVED: That a copy of the agreement will be on file in the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND
PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST:

DRAFT

LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California