



FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2020 JAN -2 AM 10: 53

# AGENDA REPORT

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Ryan Russo  
Director, DOT

**SUBJECT:** Unconditional Certificate of  
Completion for Brooklyn Basin  
Embarcadero Offsite Improvements

**DATE:** December 4, 2019

City Administrator Approval

Date:

12/30/19

## RECOMMENDATION

**Staff Recommends That The City Council Approve A Resolution Accepting The Work And Directing The Filing Of the Unconditional Certificate Of Completion For The Brooklyn Basin Embarcadero Offsite Improvements Per The Agreement For Private Construction of Publicly Maintained Infrastructure Dated June 9, 2015.**

## EXECUTIVE SUMMARY

This resolution authorizes the City Engineer to accept the completed public improvements in the right-of-way, issue an Unconditional Certificate of Completion (UCC) in accordance with the requirements stated in the approved Agreement for Private Construction of Publicly Maintained Infrastructure (Agreement), and file the UCC with the Alameda County Recorder's Office. At the developer's expense, a maintenance bond, or approved securities, are required by the Agreement. The improvements were completed on December 1, 2019. Staff agrees with the Subdivider's request to extend the maintenance period by an additional year if the date of acceptance is the date of completion rather than the recorded date of the UCC. The two (2) year maintenance period will begin on the acceptance date of December 1, 2019.

Draft UCC is attached to the Resolution as **Exhibit A**, Improvement Plan Cover Sheet **Exhibit B** and the approved Agreement is attached to the Resolution as **Exhibit C**.

## BACKGROUND / LEGISLATIVE HISTORY

The Brooklyn Basin project site is approximately 64 acres of waterfront property bounded by Embarcadero Road, Fallon Street, Tenth Avenue and the Estuary. The total development includes approximately 3,100 residential units, 465 affordable housing units and 200,000 square feet of ground-floor commercial space. The completed development will have 32 acres of parks and public open space, two renovated marinas and an existing wetlands restoration area.

Item: \_\_\_\_\_  
Public Works Committee  
January 14, 2020

Zarsion-OHP 1, LLC, a California limited liability company ("Subdivider"), entered into an Agreement with the City for construction of the Brooklyn Basin Embarcadero offsite public improvements on June 9, 2015. Improvements included, but were not limited to, demolition and reconstruction of Embarcadero roadway from the Lake Merritt Channel Bridge to the Southbound I-880 On-Ramp, four new traffic signals, utilities, median islands, sidewalk, curb, gutter, driveways, curb ramps, landscaping, irrigation, striping, signage, streetlights, bus stops, class 1 bicycle lanes and utility undergrounding of existing overhead utilities. The improvements are also described in the Agreement.

The Subdivider completed the public improvements under the approved permit (permit number PX1400053) on December 1, 2019. As required by the Agreement, Subdivider approves the amount of \$1,380,254.25, one-quarter of the public infrastructure Performance Bond to be retained, as the two-year Maintenance Bond for repair or construction of any defect.

### **ANALYSIS AND POLICY ALTERNATIVES**

Upon adoption of this Resolution and in accordance with the requirements stated in the Agreement, the City Engineer will issue the UCC to the Subdivider after receiving the required maintenance bond, or approved securities, and record the UCC with the Alameda County Clerk-Recorder Office.

### **FISCAL IMPACT**

The cost to process the bond is established by the Master Fee Schedule and will be paid for by the Subdivider. Maintenance of public improvements after the final acceptance will be the responsibility of Department of Transportation under on-going operations and maintenance.

### **PUBLIC OUTREACH / INTEREST**

Adjoining property owners were notified of the project at the time when the Tentative Subdivision Map was approved and later during the construction of public improvements.

### **COORDINATION**

The permit application was coordinated with Planning and Building Department, Budget Bureau and the Office of the City Attorney. The Office of the City Attorney has reviewed the resolution for form and legality, and the Controller's Bureau has reviewed this agenda report.

### **SUSTAINABLE OPPORTUNITIES**

***Economic*** – The Brooklyn Basin project, previously the Oak to Ninth project, was approved by the City Council on July 18, 2006. The entire project site includes approximately 3,000 residential units including 465 affordable units, commercial space, and approximately 32 acres

of parks, public open space and two renovated marinas. The improvements provide economic vitality in the City.

***Environmental*** – Land use approval and construction permits for public infrastructures and private improvements comply with City ordinances and best management practices for noise, fugitive dust, construction debris and disposal, and storm water pollutant prevention.

**Race and Equity** – The development provides housing opportunities, commercial space, parks, marinas and open space to the community. This development was approved by Planning Department and includes affordable housing. **CEQA**

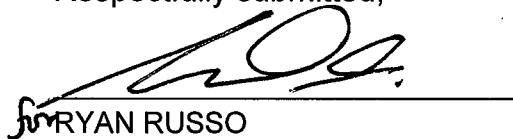
This action is exempt from the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines because the City’s acceptance of the completed improvements is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff Recommends That The City Council Approve A Resolution Accepting The Work And Directing The Filing Of the Unconditional Certificate Of Completion For The Brooklyn Basin Embarcadero Offsite Improvements Per The Agreement For Private Construction of Publicly Maintained Infrastructure Dated June 9, 2015.

For questions regarding this report, please contact Chong Hong, Acting Engineering Design and Right-of-Way Supervisor at (510) 238-3892.

Respectfully submitted,



RYAN RUSSO  
Director, Department of Transportation

Reviewed by:  
Wladimir Wlassowsky, P.E., Assistant Director,  
Department of Transportation

Reviewed by:  
Ariel Espiritu Santo,  
Strategic Planning and Administration Manager,  
Department of Transportation

Prepared and reviewed by:  
Chong Hong, Acting Supervising Civil Engineer,  
Department of Transportation

# OAKLAND CITY COUNCIL

Approved as to Form and Legality

2020 JAN -2 PM 2:20 RESOLUTION No. \_\_\_\_\_ C.M.S.

City Attorney

Introduced by Councilmember \_\_\_\_\_

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**RESOLUTION ACCEPTING COMPLETED PUBLIC IMPROVEMENTS  
IN THE RIGHT-OF-WAY OF EMBARCADERO PER THE  
AGREEMENT FOR PRIVATE CONSTRUCTION OF PUBLICLY  
MAINTAINED INFRASTRUCTURE DATED JUNE 9, 2015 AND  
DIRECTING THE FILING OF THE UNCONDITIONAL CERTIFICATE  
OF COMPLETION FOR THE BROOKLYN BASIN OFFSITE  
IMPROVEMENTS**

**WHEREAS**, on June 9, 2015, Zarsion-OHP 1, LLC, a California limited liability company ("Subdivider") and the City of Oakland, a California municipal corporation, entered into an Agreement for Private Construction of Publicly Maintained Infrastructure (the "Agreement") for the Brooklyn Basin Embarcadero Offsite Improvements; and

**WHEREAS**, the Subdivider obtained construction permit PX1400053 for the public infrastructure work identified in the Agreement and provided surety in the form of a Performance Bond in the amount of \$5,521,017.00 and Labor and Materials Bond in the amount of \$2,760,509.00; and

**WHEREAS**, the public improvements required by the Agreement were completed, inspected, and approved by the City on December 1, 2019; and

**WHEREAS**, the public infrastructure permit was finalized on December 1, 2019 and the Agreement further requires that a one (1) year maintenance period commence on the date the unconditional Certificate of Completion is issued; and

**WHEREAS**, the Subdivider has requested to provide surety for a two (2) year maintenance period if the acceptance of the infrastructure improvements begins on the date the permit was finalized; and

**WHEREAS**, the City will retain for a period of two (2) years a Maintenance Bond by retaining a portion of the infrastructure Performance Bond in the amount of \$1,380,254.25, one-quarter of the Performance Bond; and

**WHEREAS**, this action is exempt from the California Environmental Quality Act ("CEQA") and the CEQA Guidelines because the City's acceptance of the completed improvements is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268; and

**WHEREAS**, the City will release of three-quarters of Performance Bond in the amount of \$4,140,762.75 and the Labor and Materials Bond in the full amount of \$2,760,509.00

that were posted for the construction of public infrastructure under permit PX1400053; upon executing and recording the unconditional Certificate of Completion, and be it

**RESOLVED:** That the two (2) year warranty period for all public improvements shall commence on the date of December 1, 2019; and terminate on the date of December 1, 2021 as requested by the Subdivider; and be it

**FURTHER RESOLVED:** That the Maintenance Bond for the two (2) year warranty period shall be retained by the City from the infrastructure Performance Bond in the amount of \$1,380,254.25, one-quarter of the Performance Bond maintenance bond as requested by the Subdivider; and be it

**FURTHER RESOLVED:** That the public improvements required by the Agreement are hereby accepted as complete as of December 1, 2019; and be it

**FURTHER RESOLVED:** The Council finds and determines that this action is exempt from the California Environmental Quality Act ("CEQA") and the CEQA Guidelines because the City's acceptance of the completed improvements is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268; and be it

**FURTHER RESOLVED:** That the hereinabove conditions shall be binding upon the Subdivider and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners; and be it

**FURTHER RESOLVED:** That the City Engineer is hereby authorized to execute the unconditional Certificate of Completion, and directed to file the completed unconditional Certificate of Completion with the Alameda County Recorder.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES – FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO  
AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**Exhibit A:** Unconditional Certificate of Completion (sample)

**Exhibit B:** Improvement Plans Cover Sheet (PX1400053)

**Exhibit C:** Agreement for Private Construction of Publicly Maintained Infrastructure (Permit Number PX1400053)

**EXHIBIT A**  
Unconditional Certificate of Completion (sample)

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**City of Oakland  
Department of Transportation  
Engineering Services  
Dalziel Admin. Building  
250 Frank H. Ogawa Plaza – 4<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Kevin Kashi, P.E.  
Supervising Civil Engineer**

This document is exempt from payment of a recording fee pursuant to California Government Code section 27383.

Index – Notice of Completion

*space above for Recorder's use only*

**UNCONDITIONAL CERTIFICATE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: **fee simple**.

2. The full name and address of the undersigned owner and of any and all co-owners are:

Name	Street and No.	City	State
City of Oakland	250 Frank H. Ogawa Plaza, 4 <sup>th</sup> Fl.	Oakland	CA

3. On December 1, 2019, there was completed upon the hereinafter described real property a work of improvement as a whole and described as follows: **Brooklyn Basin Embarcadero Offsite Improvements City Permit Number PX1400053**

4. The real property herein referred to is situated in the City of Oakland, County of Alameda, State of California, and described as follows: **Embarcadero from the Lake Merritt Channel Bridge to the end of the Intersection of 9<sup>th</sup> Avenue and Embarcadero**

5. The street address of the property is: **375 8<sup>th</sup> Avenue, Oakland, CA**

6. That certain Agreement for Private Construction of Publicly Maintained Infrastructure dated June 9, 2015, entered into by and between Zarsion-OHP 1, LLC, and the City of Oakland, and recorded July 14, 2015, in the Official Records of Alameda County as document number 2015193215, shall terminate as of December 1, 2021 after completion of the two (2) year maintenance period.

By: \_\_\_\_\_  
Owner's Authorized Agent's Signature – Sign Before Notary  
**Wladimir Wlassowsky, City of Oakland Assistant Director**

# BROOKLYN BASIN

## IMPROVEMENT PLANS FOR EMBARCADERO CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

### SHEET INDEX

#### CIVIL DRAWINGS

- 1 C1.0 TITLE SHEET
- 2 C1.1 ABREVIATIONS & LEGEND
- 3 C1.2 NOTES
- 4 C1.3 BOUNDARY AND EASEMENTS
- 5 C1.4 BOUNDARY AND EASEMENTS
- 6 C1.5 SHEET INDEX
- 7 C1.6 CONTROL PLAN
- 8 C1.7 HOURLY FLOW PLAN
- 9 C2.0 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 11+00
- 10 C2.1 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 17+00
- 11 C2.2 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 22+25
- 12 C2.3 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 27+50
- 13 C2.4 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 32+75
- 14 C2.5 EXISTING CONDITIONS AND DEMOLITION PLAN—STA 38+50
- 15 C2.6 EXISTING CONDITIONS AND DEMOLITION PLAN—5TH AVENUE
- 16 C3.0 HORIZONTAL CONTROL PLAN—STA 11+00
- 16A C3.0A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 11+00
- 17 C3.1 HORIZONTAL CONTROL PLAN—STA 17+00
- 17A C3.1A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 17+00
- 18 C3.2 HORIZONTAL CONTROL PLAN—STA 22+25
- 18A C3.2A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 22+25
- 19 C3.3 HORIZONTAL CONTROL PLAN—STA 27+50
- 19A C3.3A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 27+50
- 20 C3.4 HORIZONTAL CONTROL PLAN—STA 32+75
- 20A C3.4A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 32+75
- 21 C3.5 HORIZONTAL CONTROL PLAN—STA 38+50
- 21A C3.5A SUPPLEMENTAL HORIZONTAL CONTROL PLAN—STA 38+50
- 22 C3.6 HORIZONTAL CONTROL PLAN—5TH AVENUE
- 23 C3.6.1 SOUNDING AND STRIPING PLAN—STA 11+00
- 24 C3.6.2 SOUNDING AND STRIPING PLAN—STA 22+25
- 25 C3.6.3 SOUNDING AND STRIPING PLAN—STA 32+75
- 26 C4.0 GRADING AND DRAINAGE PLAN—STA 11+00
- 26A C4.0A GRADING AND DRAINAGE PLAN—STA 11+00
- 27 C4.1 GRADING AND DRAINAGE PLAN—STA 17+00
- 27A C4.1A GRADING AND DRAINAGE PLAN—STA 17+00
- 28 C4.2 GRADING AND DRAINAGE PLAN—STA 22+25
- 28A C4.2A GRADING AND DRAINAGE PLAN—STA 22+25
- 29 C4.3 GRADING AND DRAINAGE PLAN—STA 27+50
- 29A C4.3A GRADING AND DRAINAGE PLAN—STA 27+50
- 30 C4.4 GRADING AND DRAINAGE PLAN—STA 32+75
- 30A C4.4A GRADING AND DRAINAGE PLAN—STA 32+75
- 31 C4.5 GRADING AND DRAINAGE PLAN—STA 38+50
- 31A C4.5A GRADING AND DRAINAGE PLAN—STA 38+50
- 32 C4.6 DETAIL INTERSECTION GRADING — 4TH AVENUE
- 33 C4.7 DETAIL INTERSECTION GRADING — 5TH AVENUE
- 34 C4.8 DETAIL INTERSECTION GRADING — 8TH STREET
- 35 C4.9 DETAIL INTERSECTION GRADING — 9TH AVENUE
- 36 C4.10 DETAIL INTERSECTION GRADING — 8TH AVENUE
- 37 C4.11 DETAIL INTERSECTION GRADING — 20TH AVENUE AT SILVERA
- 38 C5.0 UTILITY PLAN AND PROFILE—STA 11+00
- 39 C5.1 UTILITY PLAN AND PROFILE—STA 17+00
- 40 C5.2 UTILITY PLAN AND PROFILE—STA 22+25
- 41 C5.3 UTILITY PLAN AND PROFILE—STA 27+50
- 42 C5.4 UTILITY PLAN AND PROFILE—STA 32+75
- 43 C5.5 UTILITY PLAN AND PROFILE—STA 38+50
- 44 C5.6 BOWEN/TON UTILITY PLAN AND PROFILE—CHANNEL PARK
- 45 C6.0 DROSGON CONTROL PLAN—STA 11+00
- 46 C6.1 DROSGON CONTROL PLAN—STA 17+00
- 47 C6.2 DROSGON CONTROL PLAN—STA 22+25
- 48 C6.3 DROSGON CONTROL PLAN—STA 27+50
- 49 C6.4 DROSGON CONTROL PLAN—STA 32+75
- 50 C6.5 DROSGON CONTROL PLAN—STA 38+50
- 51 C6.6 DROSGON CONTROL PLAN—5TH AVENUE
- 52 C6.7 DROSGON CONTROL NOTES AND DETAILS
- 53 C7.0 GENERAL STREET SECTIONS
- 54 C7.1 STREET SECTIONS—STA 12+50 THROUGH 18+50
- 55 C7.2 STREET SECTIONS—STA 23+00 THROUGH 27+00
- 56 C7.3 STREET SECTIONS—STA 27+50 THROUGH 34+50
- 57 C7.4 STREET SECTIONS—STA 35+00 THROUGH 41+50
- 58 C7.5 STREET UTILITY SECTIONS
- 59 C7.6 STREET DETAILS
- 60 C7.7 STREET DETAILS
- 61 C7.8 STREET DETAILS
- 62 C7.9 STREET DETAILS
- 63 C7.10 STREET DETAILS

#### TRAFFIC SIGNAL DRAWINGS

- 63 TS-0 TRAFFIC SIGNAL PLANS
- 64 TS-1 TRAFFIC SIGNAL PLANS
- 65 TS-2 TRAFFIC SIGNAL PLANS
- 66 TS-3 TRAFFIC SIGNAL PLANS
- 67 TS-4 TRAFFIC SIGNAL PLANS
- 68 TS-5 TRAFFIC SIGNAL PLANS
- 69 TS-6 TRAFFIC SIGNAL PLANS
- 70 TS-7 TRAFFIC SIGNAL PLANS
- 71 TS-8 TRAFFIC SIGNAL PLANS
- 72 NOT USED
- 73 NOT USED

#### LANDSCAPE DRAWINGS

- 74 L1.1 LANDSCAPE NOTES, LEGEND, LISTS
- 75 L1.2 LANDSCAPE NOTES, LEGEND, LISTS
- 76 L2.1 LANDSCAPE LAYOUT IDENTIFICATION PLAN
- 77 L2.2 LANDSCAPE LAYOUT IDENTIFICATION PLAN
- 78 L3.1 LANDSCAPE LAYOUT IDENTIFICATION PLAN
- 79 L3.2 LANDSCAPE LAYOUT IDENTIFICATION PLAN
- 80 L3.3 PLANTING PLAN
- 81 L3.4 PLANTING PLAN
- 82 L3.5 PLANTING PLAN
- 83 L3.6 PLANTING PLAN
- 84 L4.1 LANDSCAPE DETAILS
- 85 L4.2 LANDSCAPE DETAILS
- 86 L4.3 LANDSCAPE DETAILS
- 87 L4.4 LANDSCAPE DETAILS
- 88 L5.1 IRRIGATION PLAN
- 89 L5.2 IRRIGATION PLAN
- 90 L5.3 IRRIGATION PLAN

#### LANDSCAPE DRAWINGS

- 91 L5.4 IRRIGATION PLAN
- 92 L5.5 IRRIGATION NOTES AND LEGEND
- 93 L5.6 IRRIGATION DETAILS
- 94 L5.7 IRRIGATION DETAILS
- 95 L5.8 IRRIGATION DETAILS

#### JOINT TRENCH DRAWINGS

- 96 JT-1 JOINT TRENCH COMPOSITE TITLE SHEET
- 97 JT-2 JOINT TRENCH GENERAL NOTES & DETAILS
- 98 JT-3 JOINT TRENCH SECTIONS AND DETAILS
- 99 JT-4 JOINT TRENCH COMPOSITE PLAN
- 100 JT-5 JOINT TRENCH COMPOSITE PLAN
- 101 JT-6 JOINT TRENCH COMPOSITE PLAN
- 102 JT-7 JOINT TRENCH COMPOSITE PLAN
- 103 JT-8 JOINT TRENCH COMPOSITE PLAN
- 104 NOT USED
- 105 NOT USED

#### STREET LIGHT DRAWINGS

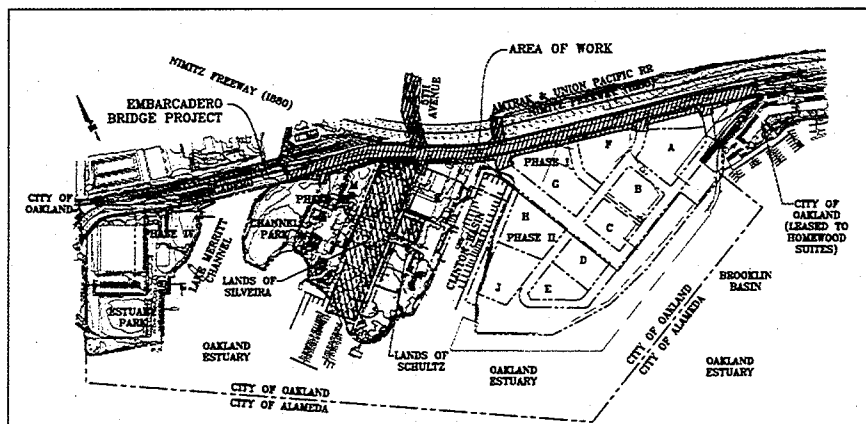
- 101 SL-1 PUBLIC STREET LIGHTING SITE SHEET
- 104 SL-2 PUBLIC STREET LIGHTING DETAIL SHEET
- 105 SL-3 PUBLIC STREET LIGHTING DETAIL SHEET
- 106 SL-4 PUBLIC STREET LIGHTING SITE PLAN
- 107 SL-5 PUBLIC STREET LIGHTING SITE PLAN
- 108 SL-6 PUBLIC STREET LIGHTING SITE PLAN
- 109 SL-7 PUBLIC STREET LIGHTING SITE PLAN
- 110 SL-8 PUBLIC STREET LIGHTING PHOTOGRAPHS

#### PHASING DRAWINGS

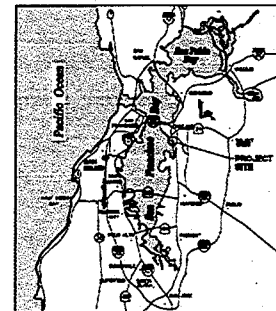
- 111 PH-1 PHASING DRAWINGS — 5TH AVENUE
- 112 PH-2 PHASING DRAWINGS — 5TH AVENUE

#### PAVEMENT PLAN DRAWINGS

- 113 P-1 PAVEMENT PLAN—STA 11+00
- 114 P-2 PAVEMENT PLAN—STA 22+25
- 115 P-3 PAVEMENT PLAN—STA 34+50



VICINITY MAP  
1-607



LOCATION MAP  
1-612

#### PROJECT DATA

**DEVELOPER:** JARSON DPH-1, LLC  
610 SERRAVALLO PROPERTIES  
2201 BROADWAY, SUITE 604 OAKLAND,  
CA 94612  
PHONE: (510) 233-8272  
CONTACT: PATRICK VAN NEEZ

**ENGINEER:** BKF ENGINEERS  
300 FRANK OGDEN PLAZA, SUITE 300  
OAKLAND, CA 94612  
PHONE: (510) 482-4377  
CONTACT: BRION NORTH

**LANDSCAPE ARCHITECT:** GOLDEN ASSOCIATES  
440 MARKET STREET  
DUBLIN, CA 94568  
PHONE: (916) 480-4030  
CONTACT: LEIKI GOLDEN

**GEOTECHNICAL ENGINEER:** ENGEO  
2074 OWEN CANTON PLACE, SUITE 200  
SAN RAMON, CA 94583  
PHONE: (925) 888-8000  
CONTACT: JEFF FRYBA

#### ENGINEER'S STATEMENT

THESE OFF-SITE IMPROVEMENT PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

*[Signature]*  
MOO M. ADAR, P.E.  
VICE PRESIDENT  
BKF ENGINEERS  
5/13/2018  
DATE

*[Signature]*  
SMITH R. NORTH, P.E.  
VICE PRESIDENT  
BKF ENGINEERS  
5/13/2018  
DATE

#### GEOTECHNICAL ENGINEER'S STATEMENT

THESE IMPROVEMENT PLANS HAVE BEEN REVIEWED AND APPROVED FOR CONFORMANCE WITH THE GEOTECHNICAL REPORT, BEING "BROOKLYN BASIN PHASE I INFRASTRUCTURE IMPROVEMENTS - OAKLAND, CA", DATED NOVEMBER 12, 2012, AND ALL GEOTECHNICAL MEMORANDUMS BY ENGEO.

JEFF FRYBA, C.E.  
GEOTECHNICAL ENGINEER  
ENGEO  
5/13/2018  
DATE

#### CITY OF OAKLAND

APPROVED: CITY OF OAKLAND FIRE DEPARTMENT (FOR STREET NAMES, THE HYDRANT SPACING AND FIRE SERVICE LOCATION, STREET WIDTH AND CONSTRUCTION DETAILS)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: CITY OF OAKLAND TRAFFIC ENGINEERING DEPARTMENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: CITY OF OAKLAND ELECTRICAL SERVICES

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



PX 1400053



BROOKLYN BASIN  
IMPROVEMENT PLANS FOR EMBARCADERO  
TITLE SHEET  
CITY OF OAKLAND  
ALAMEDA COUNTY

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	IN CHARGE BY	APPROVED BY
DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	IN CHARGE BY	APPROVED BY
DATE	DATE	DATE	DATE

C10  
1 of 115

EXHIBIT B  
Improvement Plans Cover Sheet (PX1400053)

**EXHIBIT C**

**Agreement for Private Construction of Publicly Maintained Infrastructure  
(Permit Number PX1400053)**

No Fee Document Pursuant To Government Code Section 6103

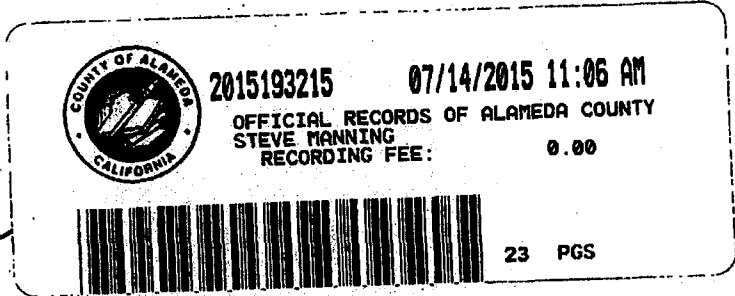
Recording requested by:

**CITY OF OAKLAND**

When recorded mail to:

City of Oakland  
Planning & Building Dept.  
Bureau of Building  
Dalziel Admin. Building  
250 Ogawa Plaza - 2nd Fl.  
Oakland, CA 94612  
Attn: City Engineer

23  
m



space above for Recorder's use only

City of Oakland Planning & Building Department  
Bureau of Building  
250 Frank H. Ogawa Plaza - 2nd floor  
Oakland, California 94612

**Agreement  
Private Construction of Publicly Maintained Infrastructure**

ADDRESS 845 Embarcadero

PARCEL No. APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

OWNER Zarston-OHP.I, LLC

PERMIT No. PX1400053

ENGINEER Simon North/BKF Engineer

EST. COST \$5,521,017.00

LICENSE 64657 EXPIRES 6/30/15

SECURITY Bond # PB00321300009

**DESCRIPTION BROOKLYN BASIN - CONSTRUCTION OF EMBARCADERO STREET IMPROVEMENTS FROM LAKE MERRITT CHANNEL BRIDGE REPLACEMENT PROJECT TO EXISTING SOUTHBOUND I-880 ON-RAMP; DEMOLITION OF EXISTING ROADWAY, LANE WIDENING, PAVEMENT RECONSTRUCTION, NEW TRAFFIC SIGNALS AT FOUR INTERSECTIONS, UTILITIES, MEDIAN ISLANDS, SIDEWALK, CURB, GUTTER, DRIVEWAY APRONS, HANDICAP RAMPS, LANDSCAPING, IRRIGATION, STRIPING, SIGNAGE, STREETLIGHTS, BUS STOPS, BICYCLE LANES AND UTILITY UNDERGROUNDING OF EXISTING OVERHEAD UTILITIES.**

**RECITAL**

The undersigned Owners hereby agree by and between themselves to remise, release, forever discharge, defend, fully indemnify, and save harmless the City of Oakland and its officials, officers, employees, representatives, agents, and volunteers, and each of them, from the following:

- any and all actions, causes of actions, litigation, claims, and demands of whatsoever kind or nature, and any damage to real or personal property, loss of any nature, bodily injury, disease, illness, or death which may be sustained directly or indirectly by any corporation, person, persons, or other entity arising or resulting from or sustained by anything done or omitted by the Owners, the Owners' Engineer of Record, the Owners' Contractor, or others in connection with the design, construction, maintenance, and repair of the infrastructure improvement described herein; and



- any and all actions, causes of actions, claims, and demands relating to, or because of, the execution and enforcement of the terms of this Agreement.

From and after the expiration of the warranty period described in General Condition 4, the foregoing defense, indemnity and hold harmless obligations shall terminate with respect to any portion of the infrastructure improvements accepted for maintenance by the City.

The Owners also hereby agree to be bound by the attached Exhibits and to comply with the conditions, requirements, and restrictions therein faithfully and fully at all times. This Agreement and attached Exhibits shall equally and fully bind all agents, heirs, successors, and assigns of the Owners.

**ACKNOWLEDGEMENTS**  
(corporate authority and seal required)

OWNER Michael James Ghisletti signature  
DATE 5-5-15

OWNER \_\_\_\_\_ signature  
DATE \_\_\_\_\_

**ATTACHMENTS**

- Exhibit A - Materials and Quantities
- Exhibit B - General Conditions
- Exhibit C - Special Conditions
- Exhibit D - Plans & Specs
- Exhibit E - Responsibilities
- Exhibit F - Securities & Engr. Est.

JOHN A. FLORES Interim City Administrator	for <u>David Harlan</u> , ENGINEERING MANAGER by _____ date <u>6-9-15</u> DEBORAH SANDERCOCK Deputy Director / Building Official - City Engineer
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DAVID HARLAN

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )  
On May 5, 2015 before me, Diane Whitehouse, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael James Ghielmetti  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diane Whitehouse  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

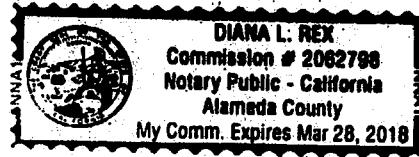
STATE OF CALIFORNIA     )  
State of California     )  
COUNTY OF ALAMEDA     )     ss.

On June 9, 2015 before me, Diana L Rex, Notary Public, personally appeared David Harlan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Diana L Rex*  
Diana L Rex



Diana L Rex  
Commission # 2062798  
Notary Public - California  
Alameda County  
My Comm. Expires Mar 28, 2018

PX1400053.

**EXHIBIT A**

**Materials and Quantities**

**ADDRESS** 845 Embarcadero

**PARCEL No.** APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

**OWNER** Zarsion-OHP I, LLC

**PERMIT No.** PX1400053

set forth below  attached hereto

- 1. CONSTRUCTION ESTIMATE FOR BONDING PURPOSES BROOKLYN BASIN – EMBARCADERO IMPROVEMENTS – PX 1400053, OAKLAND, CALIFORNIA, Prepared by Simon R. North P.E., BKF Engineers, 300 Frank Ogawa Plaza, Suite 380, Oakland, CA 94612, dated 03/30/2015.**

## EXHIBIT B

### General Conditions

ADDRESS 845 Embarcadero

PARCEL No. APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

OWNER Zarsion-OHP I, LLC

PERMIT No. PX140053

1. This Agreement shall be effective upon its execution by the City Engineer and may be voided and the Infrastructure Permit may be suspended or revoked at any time at the sole discretion of the City Engineer upon failure of the Owners and their Engineer of Record and Contractor to comply fully and continuously with each and all of the general and special conditions set forth herein and in the standard conditions set forth the Infrastructure Permit.
2. As a condition of the final approval of the Infrastructure Permit (Notice of Completion), the Owners shall submit the following for review and approval by the City Engineer:
  - a. a certification sealed and signed by the Owners' Engineer of Record attesting that the infrastructure improvements were constructed in conformance with the plans and specifications as approved by the City Engineer for construction with subsequent modifications therefrom approved by the City Engineer during construction; and
  - b. a set of revisions sealed and signed by the Owners' Engineer of Record delineating all deviations from the approved plans ("As Built") and a sealed set of revisions sealed by the Engineer of Record describing all substitutions from the approved specifications of materials and equipment; and
  - c. as requested by the City in conjunction with its review of the applicable plans or inspection of the applicable improvements, a certification sealed and signed by the Materials Testing Laboratory attesting to its analysis of the sampled and tested materials incorporated into and the in situ construction of the infrastructure improvement; and
  - d. certifications sealed and signed by the licensed professionals set forth in the Special Conditions of this Agreement attesting to conformance of the construction with their design and installation recommendations for the infrastructure improvement.
3. The Owners shall maintain fully in force and effect at all times good and sufficient insurance for Comprehensive General Liability, including coverage for bodily injury, automobile liability, products and completed operations liability, and contractual liability assumed hereunder, in a face amount not less than \$5,000,000 for each person, accident, or occurrence and for Property Damage Liability in a face amount not less than \$1,000,000 for each accident or occurrence, insuring the City of Oakland, its officers, agents, employees, and volunteers against any and all claims arising out of the construction of the infrastructure improvement. The certificate of such insurance and subsequent notices of the renewal thereof shall be filed with the City Engineer and shall contain a clause substantially in the following words:

"This policy may not be canceled nor the amount of the coverage reduced until thirty (30) calendar days after receipt by the City Engineer of a written notice of such cancellation or reduction in coverage."
4. The Owners shall warrant the infrastructure improvements against defects in the original materials and workmanship for one year following the date of final approval of the Infrastructure Permit (Notice of Completion).
5. The Owners shall provide an individual security guaranteeing the payment of labor, fabricators, suppliers, subcontractors, material suppliers, materials, and equipment used for and incorporated into the construction of the infrastructure improvement. The form of the security shall be acceptable to the City Engineer.

Office of the City Attorney, and the face amount shall be not less than one-half of the cost of construction (50%) of the infrastructure improvement as estimated by the Engineer of Record. The security may, six (6) months after final approval of the Infrastructure Permit (Notice of Completion), be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City Engineer; and if there are no actions filed, the security may be released in full.

6. The Owners shall provide an individual security guaranteeing the completion of the infrastructure improvement as described in the approved specifications and delineated in the approved plans and warranting the faithful performance of the infrastructure improvement and functioning of the materials and equipment incorporated therein. The form of the security shall be acceptable to the City Engineer and the Office of the City Attorney, and the face amount shall be not less than the cost of construction (100%) of the infrastructure improvement as estimated by the Engineer of Record. The security shall be released in full upon final approval of the Infrastructure Permit (Notice of Completion).
7. Prior to final approval of the Infrastructure Permit (Notice of Completion) of the infrastructure improvements, the Owners shall provide a maintenance bond to the City Engineer. The form of the security shall be acceptable to the City Engineer and the Office of the City Attorney, and the face amount shall be not less than one-quarter of the cost of construction (25%) of the infrastructure improvement as estimated by the Engineer of Record. This maintenance bond shall remain in effect for not less than one year after the date of final approval of the Infrastructure (Notice of Completion).
8. Until the expiration of the warranty following the date of final approval of the Infrastructure Permit (Notice of Completion), the Owners shall remain liable for and shall immediately reimburse the City of Oakland for all costs, fee assessments, penalties, and accruing interest associated:
  - a) with the City's notification to the Owners and their contractor of a violation, and
  - b) with the City's subsequent abatement actions for enforcement of required maintenance, repairs, or removal, whether in whole or in part, of the infrastructure improvement or of damage to City-maintained or privately-maintained infrastructure improvements made necessary by the failure, whether direct or indirect, of the Owners or their contractor to monitor the construction and the worksite effectively and accomplish preventative, remedial, or restorative work expeditiously. The City reserves the unqualified right to collect all monies unpaid through any combination of available statutory remedies, including withholding of the Notice of Completion, awards of judgments by a court of competent jurisdiction, and instituting a demand of the surety for its independent action and reimbursement to the City for its costs, fee assessments, penalties, and accruing interest.
9. Until the expiration of the warranty following the date of final approval of the Infrastructure Permit (Notice of Completion), the Owners shall remain solely and fully liable and responsible for the repair, replacement, removal, reconstruction, and maintenance of any portion or all of the infrastructure improvements, whether by the cause, neglect, or negligence of the Owners or their contractor or others and for the associated costs and expenses necessary to restore infrastructure improvement to the satisfaction of the City Engineer and shall not allow the worksite to become a blight or menace or a hazard to the health and safety of the general public.
10. Notwithstanding the regulations, requirements, and restrictions set forth within this Agreement, the Owners and their heirs, successors, and assigns and future purchasers for valuable consideration of properties abutting the infrastructure improvements shall remain responsible beyond the expiration of the warranty following the date of final approval of the Infrastructure Permit (Notice of Completion) for required maintenance and repairs as set forth in California Streets and Highways Code Section 5600 et seq. and Oakland Municipal Code Chapters 12.04 and 13.08.

## EXHIBIT C

### Special Conditions

ADDRESS 845 Embarcadero

PARCEL No. APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

OWNER Zarsion-OHP I, LLC

PERMIT No. PX1400053

1. This agreement affects the following County Assessor Parcel Numbers:

018-0465-002-07	018-0465-002-13	018-0470-002-05	018-0470-002-17
018-0465-002-08	018-0465-002-14	018-0470-002-07	018-0460-004-13
018-0465-002-11	018-0465-002-16	018-0470-002-08	018-0460-004-14

2. Construction of the infrastructure improvement shall conform with the design and recommendations of the following licensed professionals:
- Civil Engineer(s) - Todd M. Adair, P.E., Principal/Vice President BKF Engineers, PE 45428, expires 12/31/16, and Simon R. North, Project Manager, PE 64657, expires 06/30/15, Brooklyn Basin Improvement Plans for Embarcadero, stamped approved plan set for construction permit issuance, prepared by BKF Engineers, Surveyors, Planners.
  - Hydrological - Edward Bosacci, Jr., PE, No. C 034369, expires 09/30/15, and Simon R. North, Project Manager, PE 64657, expires 06/30/15, Report entitled, "Preliminary Drainage Report, Phase 1 - Brooklyn Basin," dated October 27, 2014, prepared by BKF Engineers, Surveyors, Planners.
  - Geotechnical (Soils) - Jeff Fippin, GE 2631, expires June 2015, Geotechnical Report entitled Brooklyn Basin Phase 1 Infrastructure Improvements, prepared by ENGEO Incorporated, dated November 12, 2013, Project No: 9396.000.001, including, but not limited to, all successive reports prepared by ENGEO Inc. for the subject Project No. 9396.000.001.
3. Construction of the infrastructure improvement shall conform to "Best Management Practices" for noise mitigation, fugitive dust control, erosion control, and storm water pollutant run-off mitigations.
4. Construction of the infrastructure improvement shall conform with the requirements of the following related permits:
- Land Use PUD66010-PUDF01
5. Construction Hours of Operation shall be weekdays from 7:00 a.m. to 7:00 p.m., Construction generated noise shall further conform to the requirements of Oakland Municipal Code section 17.120.050. No work shall be permitted on weekends and holidays without the written permission of the City Engineer.

## **EXHIBIT D**

### **Plans and Specifications**

**ADDRESS** 845 Embarcadero

**PARCEL No.** APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

**OWNER** Zarston-OHPI, LLC

**PERMIT No.** PX1400053

- 1.** Construction of the infrastructure improvement shall conform to the approved permitted plans prepared by the Engineer of Record and entitled BROOKLYN BASIN IMPROVEMENT PLANS FOR EMBARCADERO, and all modifications thereto, as approved by the City Engineer, filed with the City, which the coversheet is attached hereto.
- 2.** Construction of the infrastructure improvement shall conform with the requirements of the American Public Works Association Green Book, entitled "Standard Specifications for Public Works Construction - 2009 Edition", as amended and supplemented by the City of Oakland, unless otherwise noted in the project approved permitted plans.
- 3.** Construction of the infrastructure improvement shall conform with the requirements of the City of Oakland construction design, entitled "Standard Details For Public Works Construction - 2009 Edition", as amended and supplemented by the City of Oakland, unless otherwise noted in the project approved permitted plans.
- 4.** Prefabricated materials incorporated into the construction of the infrastructure improvement shall have prior written approval of the City Engineer and shall conform to the installation recommendations of the product manufactures.



## EXHIBIT E

### Responsibilities

ADDRESS 845 Embarcadero

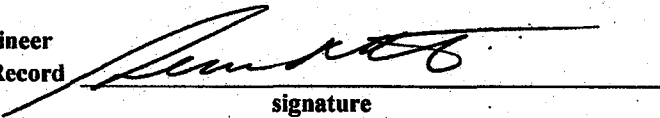
PARCEL No. APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

OWNER Zarsion-OHP I, LLC

PERMIT No. PX1400053

1. The Owners shall employ the services of the Engineer of Record during construction, who shall periodically visit the site to observe that the work and the materials and equipment incorporated therein conform with the civil plans and specifications and any modifications thereto, as approved by the City Engineer, and with the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement.

Engineer  
of Record

  
signature

date

5/6/2015

2. The Owners shall also employ the services of a Materials Testing Laboratory during construction, as required by the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement and approved by the City Engineer, that shall periodically visit the site and sample, test, and analyze the installation of imported and in situ materials incorporated in the infrastructure improvement to assure conformance with the plans and specifications and any modifications thereto, as approved by the City Engineer.
3. The Owners shall also employ other licensed professionals, as required by the Special Conditions of this Agreement, who shall periodically visit the site and provide specialized services, including boundary and topographical survey and soils, hydrological, and geotechnical observation, to assure that the construction and the materials and equipment incorporated therein conform their design and installation recommendations and any modifications hereto, as approved by the City Engineer.

## EXHIBIT F

### Securities and Estimated Cost of Construction

ADDRESS 845 Embarcadero

PARCEL No. APN 018-0460-002-07 et al.  
See Exhibit C for all APNs

OWNER Zarsion-OHP I, LLC

PERMIT No. PX1400053

#### Engineer of Record's Estimated Cost of Construction (attached)

#### 1. Performance Security

Bond (copy attached; original document filed with Records)

surety Philadelphia Insurance Companies control no. PB0032100009

Cash/ cashiers check (deposited in a City account; interest will not be paid upon refund)

bank \_\_\_\_\_ check no. \_\_\_\_\_

Assignment of Certificate of deposit (copy attached; original document filed with Records)

bank \_\_\_\_\_ control no. \_\_\_\_\_

Irrevocable instrument of credit (copy attached; original document filed with Records)

bank \_\_\_\_\_ control no. \_\_\_\_\_

#### 2. Payment Security

Bond (copy attached; original document filed with Records)

surety Philadelphia Insurance Companies control no. PB0032100009

Cash/ cashiers check (deposited in City account; interest will not be paid upon refund)

bank \_\_\_\_\_ check no. \_\_\_\_\_

Assignment of Certificate of deposit (copy attached; original document filed with Records)

bank \_\_\_\_\_ control no. \_\_\_\_\_

Irrevocable instrument of credit (copy attached; original document filed with Records)

bank \_\_\_\_\_ control no. \_\_\_\_\_

**BKF Engineers**

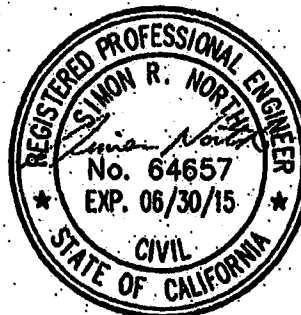
300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**CONSTRUCTION ESTIMATE FOR BONDING PURPOSES  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS - PX 1400053  
OAKLAND, CALIFORNIA**

SUMMARY		
ITEM	DESCRIPTION	TOTAL
1	DEMOLITION	\$448,560
2	EROSION CONTROL	\$66,414
3	UTILITIES	\$1,552,658
4	HARDSCAPE IMPROVEMENTS	\$1,370,194
5	TRAFFIC SIGNAL IMPROVEMENTS	\$740,000
6	LANDSCAPE IMPROVEMENTS - EMBARCADERO	\$1,204,050
7	LANDSCAPE IMPROVEMENTS - BRIDGE	\$139,141
TOTAL		\$5,521,017

**GENERAL NOTES**

1. This is not an Opinion of Probable Construction Costs. This estimate is for bonding purposes only.
2. This estimate does not include:
  - a. Development and Municipal fees.
  - b. Consulting and General Contractor fees.
  - c. Costs for scope from Bridge Project (irrigation, landscaping, streetlights)
3. Joint trench and PG&E costs are not included.
4. Soft costs are not included, as they are not to be bonded.
5. Contingencies are not included (as agreed upon with the City).
6. EBMUD Costs are not included
7. Offsite traffic signals (outside the scope of work of the work represented in PX 1400053) are not included in these costs.
8. Unit costs used are derived from the bid estimate provided from Gallagher Burk, Inc. dated 1/12/2015.
9. Landscape improvement totals (Items 6 & 7) are from the Opinion of Probable Cost by Golden Associates, dated 3-Feb-15.



**BKF Engineers**300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS PX 1400053  
OAKLAND, CALIFORNIA**

DEMOLITION					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	REMOVE UNDERGROUND STRUCTURES	41	EA	\$500	\$20,500
2	REMOVE FIRE HYDRANT	6	EA	\$1,000	\$6,000
3	REMOVE UNDERGROUND UTILITIES	3,774	LF	\$50	\$188,700
4	REMOVE ELECTROLIERS	5	EA	\$1,000	\$5,000
5	CLEAR AND GRUB SITE	106,007	SF	\$0.60	\$63,604
6	REMOVE CONCRETE HARDCAPE	19,983	SF	\$0.25	\$4,996
7	SAWCUT AND REMOVE ASPHALT CONCRETE AND BASE	37,088	SF	\$0.25	\$9,272
8	ASPHALT GRIND, DEPTH VARIES (5.5" MAX)	36,390	SF	\$1.25	\$45,488
9	TRAFFIC CONTROL	1	LS	\$80,000	\$80,000
10	TEMPORARY STRIPING & PAVEMENT MARKINGS	1	LS	\$25,000	\$25,000

**DEMOLITION TOTAL \$448,680****Notes:**

1. Removal of overhead lines is not included, see separate joint trench estimate.
2. Asphalt grinding and asphalt concrete and base removal quantities shown in this estimate are for bonding purposes only. The contractor shall make his own determination of quantities for bidding purposes. Final quantities are dependent on field conditions, construction techniques and sequences, and trenching and backfill methods and numerous other factors.

**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS PX 1400053  
OAKLAND, CALIFORNIA**

EROSION CONTROL					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	FIBER ROLL	7,769	LF	\$3	\$23,307
2	SILT FENCE	7,769	LF	\$3	\$23,307
3	INLET PROTECTION	59	EA	\$200	\$11,800
4	CONSTRUCTION ENTRANCE/EXIT	2	EA	\$3,000	\$6,000
5	SWPPP MANAGEMENT	1	LS	\$2,000	\$2,000

**EROSION CONTROL TOTAL \$66,414**

**BKF Engineers**

255 Shoreline Drive, Suite 200  
Redwood City, California 94065

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX 1400053

<b>UTILITIES</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>STORM DRAIN</b>					
1	6" HDPE SDR 17	43	LF	\$88	\$3,784
2	8" HDPE SDR 17	631	LF	\$108	\$68,148
3	12" HDPE SDR 17	32	LF	\$128	\$4,096
4	12" CLASS III RCP	12	LF	\$135	\$1,620
5	12" CLASS V RCP	59	LF	\$140	\$8,260
6	15" CLASS III RCP	323	LF	\$150	\$48,450
7	15" CLASS V RCP	685	LF	\$210	\$143,850
8	24" CLASS III RCP	475	LF	\$275	\$130,625
9	24" CLASS V RCP	763	LF	\$290	\$221,270
10	36" CLASS V RCP	508	LF	\$300	\$151,800
11	STORM DRAIN MANHOLE - TYPE 1	16	EA	\$5,200	\$83,200
12	STORM DRAIN MANHOLE - TYPE 2	3	EA	\$10,000	\$30,000
13	CATCH BASIN/DROP INLET - TYPE B	17	EA	\$5,000	\$85,000
14	24"X24" DRAINAGE INLET	6	EA	\$5,000	\$30,000
15	ADJUST MANHOLE TO GRADE	3	EA	\$1,000	\$3,000
16	HYDRODYNAMIC SEPARATOR	1	EA	\$28,000	\$28,000
<b>SANITARY SEWER</b>					
17	8" HDPE SDR 17	602	LF	\$140	\$84,280
18	10" HDPE SDR 17	236	LF	\$195	\$46,020
19	12" HDPE SDR 17	695	LF	\$205	\$142,475
20	SANITARY SEWER MANHOLE - TYPE 1	10	EA	\$5,200	\$52,000
21	SANITARY SEWER CAP	2	EA	\$2,000	\$4,000
22	ADJUST MANHOLE TO GRADE	7	EA	\$1,000	\$7,000
<b>MISCELLANEOUS</b>					
23	PRE-PACKAGED PUMP SYSTEM, CONTROLS & STRUCTURE (FOR CHANNEL PARK)	1	EA	\$90,000	\$90,000
24	PRE-PACKAGED PUMP SYSTEM, CONTROLS (IN CATCH BASIN AT STA 29+54.93)	1	EA	\$30,000	\$30,000
25	12" HDPE SDR 17 (FOR SUBDRAIN SYSTEM)	120	LF	\$128	\$15,360
26	6" PERFORATED DRAIN PIPE	4,042	LF	\$10	\$40,420

**UTILITIES TOTAL** **\$1,552,658**

**Notes:**

1. Electrical lines are not included on this sheet. See separate estimate for electric line installation costs.
2. Traffic Signal costs are not included on this sheet. See separate estimate for traffic signal installation costs.
3. EBMUD water lines, fire hydrants, and irrigation connection are not included in the costs since they will be built under permit with EBMUD.

**BKF Engineers**

255 Shoreline Drive, Suite 200  
Redwood City, California 94065

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS PX 1400053  
OAKLAND, CALIFORNIA**

<b>HARDSCAPE IMPROVEMENTS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	GRADING PREPARATION (ROADWAY WIDENING)	67,102	SF	\$0.50	\$33,551
2	11.5" ASPHALT CONCRETE DEEP LIFT	490	SF	\$10.75	\$5,268
3	5.5" ASPHALT CONCRETE SECTION	167,542	SF	\$3.60	\$603,151
4	8" ASPHALT CONCRETE SECTION (CALTRANS OFFRAMP SHOULDER WIDENING)	2,170	SF	\$5.30	\$11,501
5	TEMPORARY AC CONFORM (3.5" AC)	3,238	SF	\$3	\$9,714
6	AGGREGATE BASE (FOR ROADWAY)	4,568	CY	\$23	\$105,064
7	AGGREGATE BASE (11" AB FOR TEMPORARY AC)	110	CY	\$23	\$2,530
8	AGGREGATE BASE (6" AB AT CALTRANS OFFRAMP SHOULDER WIDENING)	12	CY	\$23	\$276
9	AGGREGATE BASE (6" AB FOR CONCRETE BUS PAD)	39	CY	\$23	\$897
10	6" LEAN CONCRETE BASE (CALTRANS OFFRAMP SHOULDER WIDENING)	41	CY	\$170	\$6,970
11	CONCRETE BARRIER (CALTRANS OFFRAMP SHOULDER WIDENING)	168	LF	\$140	\$23,520
12	CONCRETE BUS PAD	2,082	SF	\$25	\$52,050
13	CURB AND GUTTER - TYPE A	5,260	LF	\$30	\$157,800
14	SPILL CURB - TYPE D	5,497	LF	\$22	\$120,934
15	ASPHALT CONCRETE CURB	50	LF	\$20	\$1,000
16	CURB RAMPS	20	EA	\$1,000	\$20,000
17	DRIVEWAYS	492	SF	\$6	\$2,952
18	SIDEWALK	22,448	SF	\$4.50	\$101,016
19	MONUMENTS	6	EA	\$1,000	\$6,000
20	BONDING OF MONUMENTATION	1	LS	\$50,000	\$50,000
21	SIGNING AND STRIPING	1	EA	\$56,000	\$56,000

**HARDSCAPE IMPROVEMENTS TOTAL** **\$1,370,194**

**Notes:**

1. Bioretention grading and material costs are not included in this contract.
2. Asphalt concrete, base and cellular concrete quantities shown in this estimate are for bonding purposes only. The contractor shall make his own determination of quantities for bidding purposes. Final quantities are dependent on field conditions, construction techniques and sequences, final compaction obtained, and tending and backfill methods and numerous other factors.
3. Aggregate base quantities (Items 6-9) only includes base placed in roadway. Aggregate base under concrete hardscape (ie. curb & gutters, spill curbs, sidewalk, curb ramps, driveways, and barriers) are included in the unit cost of each item and are not itemized separately, nor are the volumes included in the individual Aggregate base items.

**BKF Engineers**

255 Shoreline Drive, Suite 200  
Redwood City, California 94065

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - EMBARCADERO IMPROVEMENTS   PX 1400053  
OAKLAND, CALIFORNIA**

<b>TRAFFIC SIGNAL IMPROVEMENTS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	EMBARCADERO & 5TH AVENUE SIGNAL AND INTERCONNECT	1	LS	\$230,000	\$230,000
2	EMBARCADERO & NB 1-880 OFF-RAMP SIGNAL	1	LS	\$205,000	\$205,000
3	EMBARCADERO & 8TH AVENUE SIGNAL	1	LS	\$175,000	\$175,000
4	EMBARCADERO & SB-880 ON-RAMP SIGNAL	1	LS	\$130,000	\$130,000
<b>TRAFFIC SIGNAL IMPROVEMENTS TOTAL</b>					<b>\$740,000</b>



**OPINION OF PROBABLE COST**  
**Embarcadero**  
**Oakland, California**  
**Prepared for Signature Properties**

Golden Associates  
*landscape architecture*  
*urban design and planning*



3-Feb-15

	Item	Quantity	Unit	Unit Cost	Item Cost	Total
1.0	Demolition				See Civil Engr. Estimate	
2.0	Earthwork and Drainage				See Civil Engr. Estimate	
3.0	Irrigation					
	Allow (for all planting areas)	52,017.00	sf	\$3.00	\$158,051	
	<b>Subtotal</b>					<b>\$158,051</b>
4.0	Planting					
	Trees (from 24" box stock)	108	ea	\$400.00	\$43,200	
	Palm Trees (15FT tall)	145	ea	\$700.00	\$101,500	
	Shrubs (5 gallons)	1429	ea	\$25.00	\$35,725	
	Shrubs (2 gallons)	244	ea	\$25.00	\$6,100	
	Shrubs (1 gallon)	1455	ea	\$6.00	\$8,730	
	Ground Cover (1 gallon)	272	ea	\$10.00	\$2,720	
	Ground Cover (2 gallon)	85	ea	\$20.00	\$1,700	
	Flat	94	ea	\$50.00	\$4,700	
	Soil Prep and Topsoil	47,508	sf	\$1.50	\$71,259	
	Mulch (to 3" depth)	482	cy	\$75.00	\$36,150	
	Planting Allowance				\$10,000	
	Planting Maintenance Period 90 days				\$18,000	
	<b>Subtotal</b>					<b>\$339,784</b>
5.0	Site Improvements					
	Inter-Locking Pavers	6,123	sf.	\$15.00	\$91,845	
	<b>Subtotal</b>					<b>\$91,845</b>
6.0	Site Furnishings					
	Single Headed Pole Light	43	ea	\$5,400	\$232,200	
	Double Headed Pole Light	22	ea	\$11,735.00	\$258,170	
	Trash Receptacle with powder coat finish	4	ea	\$1,500.00	\$6,000	
	Bus stop	2	ea	\$60,000	\$120,000	
	<b>Subtotal</b>					<b>\$616,370</b>
	<b>Construction Total</b>					<b>\$1,204,050</b>

**OPINION OF PROBABLE COST**  
**Channel Bridge**  
**Oakland, California**  
*Prepared for Signature Properties*

Golden Associates  
 landscape architecture  
 urban design and planning



3-Feb-15

	Item	Quantity	Unit	Unit Cost	Item Cost	Total
1.0	Demolition				See Civil Engr. Estimate	
2.0	Earthwork and Drainage				See Civil Engr. Estimate	
3.0	Irrigation-Site Channel Bridge Site Area	14,244	sf	\$3.50	\$49,854	
	Subtotal					\$49,854
4.0	Planting-Site					
	Trees (24" box)	13	ea	\$400.00	\$5,200	
	Trees (15" gal)	10	ea	\$150.00	\$1,500	
	Shrubs (5 gallons)	377	ea	\$25.00	\$9,425	
	Shrubs (2 gallons)	52	ea	\$25.00	\$1,300	
	Shrubs (1 gallons)	157	ea	\$6.00	\$942	
	Soil Prep and Topsoil	11,524	sf	\$1.50	\$17,286	
	Mulch (to 3" depth)	.77	cy	\$75.00	\$5,775	
	Hydroseed	3,254	sf	-\$1.00	\$3,254	
	Subtotal					\$44,682
5.0	Irrigation-Bioretentation Bioretention Area	3,788	sf	\$3.00	\$11,364	
	Subtotal					\$11,364
6.0	Planting-Bioretentation					
	Shrubs (5 gal)	68	ea	\$25.00	\$1,650	
	Ground Cover (5 gal)	30	ea	\$25.00	\$750	
	Ground Cover (1 gal)	852	ea	\$10.00	\$8,520	
	Ground Cover (4" pots)	486	ea	\$3.50	\$1,631	
	Soil Prep	3,758	sf	\$1.50	\$5,634	
	Rock Slope Protection @ SD Outfall	15	ton	\$500	\$7,500	
	Subtotal					\$22,441
7.0	Site Furnishings					
	Electrolers	2	ea	5,400	\$10,800	
	Subtotal					\$10,800
	<b>Construction Total</b>					<b>\$139,141</b>



Subdivision Bond  
Labor & Material

Bond No. PB00321300009  
Premium included in Performance Bond

## SUBDIVISION BOND

Whereas, City Council of the City of Oakland, State of California, (hereinafter designated as "Obligee"), and Zarsion-OHP I, LLC, a California limited liability company (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated June 9<sup>th</sup>, 2015, and identified as project Private Construction of Publicly Maintained Infrastructure - 845 Embarcadero - Parcel No. APN 018-0460-002-07 et al. - Permit No. PX1400053, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the undersigned as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Two Million Seven Hundred Sixty Thousand Five Hundred Nine and 00/100 dollars (\$2,760,509.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

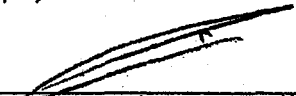
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on May 28, 2015.

SIGNED, SEALED, DATED: May 28, 2015.

Zarsion-OHP I, LLC

\_\_\_\_\_  
(Principal) (Seal)

By:

  
\_\_\_\_\_  
Michael Ghielmetti, Authorized Representative

Philadelphia Indemnity Insurance Company

\_\_\_\_\_  
(Surety) (Seal)

By:

  
\_\_\_\_\_  
James Ross, Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

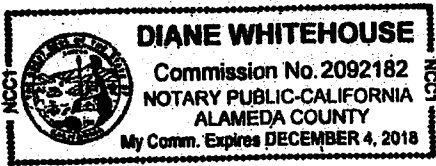
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )  
On May 29, 2015 before me, Diane Whitehouse, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael James Ghidmetti  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diane Whitehouse  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA AFFIDAVIT OF ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On MAY 28 2015 before me, Kelly Rowley, Notary Public, personally appeared James Ross who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kelly Rowley  
Kelly Rowley, Notary Public