



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2015 MAY 21 AM 11:32

AGENDA REPORT

TO: JOHN FLORES
INTERIM CITY ADMINISTRATOR

FROM: Rachel Flynn

SUBJECT: Tract No. 8194 Subdivision Map (Phase 1)
Children's Hospital and Research Center Oakland

DATE: May 21, 2015

City Administrator
Approval

Date

5/19/15

COUNCIL DISTRICT: 1

RECOMMENDATION

Staff recommends that the City Council adopt:

Resolution Adopting Appropriate CEQA Findings and Conditionally Approving A Phase 1 Final Map For Tract No. 8194 Located At 747 52nd Street And Authorizing The City Administrator To Enter Into A Subdivision Improvement Agreement With Children's Hospital And Research Center Oakland For Deferred Construction Of Public Infrastructure Improvements As A Condition To Final Map Approval For Tract No. 8194

OUTCOME

Adopting the resolution for Tract Map 8194 Phase 1 will authorize the City Engineer and City Clerk to execute the Final Subdivision Map (Phase 1) for recording with the Alameda County Clerk-Recorder, accept the dedication of public right-of-way and easement, conditioned on completion of the public infrastructure improvements, and authorize the City Administrator to enter into a Subdivision Improvement Agreement with Children's Hospital and Research Center Oakland ("CHRCO") for deferred construction of public infrastructure improvements.

BACKGROUND/ LEGISLATIVE HISTORY

CHRCO, now UCSF Benioff Children's Hospital Oakland, is an existing hospital facility that contains a complex of medical buildings on a triangular site, located at 747 52nd Street, in the northern portion of the City of Oakland, Alameda County. CHRCO is the owner of 73 certain parcels of real property, recorded by the Alameda County Clerk-Recorder, and has developed a Campus Master Plan Project ("Master Plan") that provides for the development of new and

Item: _____
City Council
June 2, 2015

replacement facilities within the existing 11-acre CHRCO campus. The Master Plan will be developed in two phases.

Phase 1 of the Project would include: (a) demolition of one residential building; (b) minor rear yard additions on two residential buildings; (c) construction of a 6-story, 89,100 sq. ft. Outpatient Center (“OPC2”) and a 1,100 sq. ft. addition to the Central Plant Building; (d) construction of a new entrance to the existing parking garage off Martin Luther King Jr. Way; (e) landscaping and circulation improvements; (f) renovation of 95,500 sq. ft. within the existing CHRCO site; and, (g) removal of nineteen trees, preservation of seven trees, and the installation of new native landscaping and bio-filtration planting areas around the OPC2 building.

Phase 2 of the Project Master Plan would include: (a) demolition of one residential building, a modular building, the rear portions of three residential buildings, the B/C Wing, the existing heli-stop structure, the Bruce Lyon Memorial Research Center, the HemOnc Administrative Building, and several trailers; (b) construction of a 2-story, 14,500 sq. ft. Family Residence Building with 12 to 16 residential units, a 3-story 31,300 sq. ft. Clinical Support Building, a 5-story, 43,500 sq. ft. Link Building with a heli-stop on the roof; a 5-story, 101,000 sq. ft. Patient Pavilion, a 3,800 sq. ft. Central Utility Plant Building, and a 4-story, 114,900 sq. ft. parking structure with 334 stalls; (c) acquisition and improvement of 1.5 acres of Caltrans Right-of-Way; (d) improvement of site access and circulation to 52nd Street and Dover Street; (e) landscaping and utilities improvements; (f) renovation of 42,342 sq. ft. within the existing CHRCO site; (g) relocation of two residential buildings east of the Family Residence Building; and, (h) removal of 89 trees, preservation of 36 trees, and the installation of new native landscaping and bio-filtration planting areas.

CHRCO applied to the City of Oakland for a Vesting Tentative Tract Map (“VTTM 8194”) to merge all of the parcels owned by CHRCO and subject to the Master Plan (with the exception of 670 53rd Street and 770 53rd Street) into three parcels, which specifically proposed the following:

- Parcel A would merge 29 parcels into a 128,563 sq. ft. parcel and dedicate public right-of-way and easement along 52nd Street;
- Parcel B would merge 10 parcels into a 35,541 sq. ft. parcel;
- Parcel C would merge 34 parcels into a 251,354 sq. ft. parcel; and,
- If the Caltrans right-of-way property is acquired in the future, that parcel would be merged with Parcels B and C.

On April 1, 2015, the City Planning Commission recommended that the City Council approve VTTM 8194, and on May 19, 2015, the City Council approved VTTM 8194 and the land use entitlements (PLN14-170) and certified the Environmental Impact Report prepared for the

Item: _____
City Council
June 2, 2015

Children’s Hospital and Research Center Oakland Campus Master Plan Project (“EIR”). CHRCO has presented a Final Map for Phase 1 that proposes merger and re-subdivision of 29 parcels, and the City Engineer has determined that the Final Map is substantially the same as the approved tentative subdivision map. Approval of the Final Subdivision Map is a ministerial action by the City Council.

Government Code section 66462 authorizes the City to enter into a Subdivision Improvement Agreement (“SIA”) with CHRCO as a condition precedent to the approval of the final map if, at the time of approval of the final map, any required public improvements have not been completed and accepted. The SIA will guarantee construction of public infrastructure improvements, and requires CHRCO to:

- construct all surface and subsurface infrastructure improvements for the project (permit PX1500003) after the Final Subdivision Map is recorded, including-
 - a new pedestrian sidewalk and landscaping along Martin Luther King Jr. Way (“MLK”) between 52nd and 53rd Streets and along 52nd Street between the signal at MLK and the signal at the pedestrian crossing from the hospital to the parking garage;
 - modified traffic signals at the intersection of MLK and 52nd Street and at the pedestrian crossing; and,
 - incidental improvements to the storm drain and sanitary sewer systems in MLK and 52nd Street;
- complete the infrastructure construction within two (2) years;
- procure and maintain required minimum limits of insurance;
- provide performance and payment bonds (150% of the \$1,100,000 construction cost) prior to execution of the SIA as security to assure completion of the infrastructure construction;
- provide a one (1) year warranty following completion and City acceptance of the infrastructure construction; and,
- provide a maintenance bond (25% of construction cost) during the warranty period.

ANALYSIS

As set forth in Government Code section 66474.1, approval of a Final Subdivision Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Subdivision Map is in substantial compliance with the previously approved Tentative Subdivision map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.). Here, the City Engineer has determined that the Phase 1 Final Map for Tract No. 8194 is in substantial compliance with the Vesting Tentative Map approved by the City Council on May

Item: _____
City Council
June 2, 2015

19, 2015, and complies in all other manners with the provisions of the Subdivision Map Act and the City of Oakland’s local subdivision ordinance.

Authorizing the City Administrator to enter into an SIA will enable the City to enter into a binding legal agreement with CHRCO to ensure that CHRCO completes construction of public infrastructure improvements as a condition to final map approval.

PUBLIC OUTREACH/ INTEREST

The adjoining property owners were notified of the project as part of the Tentative Subdivision Map approval process. This item did not require any additional public outreach other than the required posting on the City’s website.

COORDINATION

The Office of the City Attorney has reviewed the resolution for form and legality, and the Controller’s Bureau has reviewed this agenda report.

COST SUMMARY/ IMPLICATIONS

Staff costs for processing the Final Subdivision Map and the infrastructure permit have been covered by previously collected fees set by the Master Fee Schedule and paid by the developer. The revenue has been deposited in the Development Service Fund (2415), Engineering: Project Coordination (84432), Public Works Fee: Miscellaneous (45119), Engineering and Architectural Plan Approval (PS30).

SUSTAINABLE OPPORTUNITIES

Economic: CHRCO will provide improved medical and health care facilities affordable for the Oakland community.

Environmental: Land use approvals and construction permits for new buildings require that the permittee comply with City ordinances and regional Best Management Practices for reducing nuisance noise, fugitive dust, construction debris disposal, and storm drainage pollutant runoff.

Social Equity: The proposed development will provide improved medical and health care facilities and assist the economic revitalization of the City.

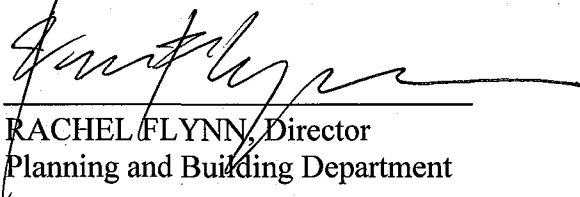
Item: _____
City Council
June 2, 2015

CEQA

Approval of both the final subdivision map and the SIA is exempt from CEQA pursuant to Public Resources Code section 21080(b)(1) (ministerial projects) and CEQA Guidelines section 15268 (ministerial projects). To the extent approval of the SIA is a discretionary action, the City Council, as the final decision-making body for the lead agency, has independently reviewed, considered, and analyzed the Project EIR and the CEQA findings of the City Planning Commission contained in the April 1, 2015 City Planning Commission Staff Report and the May 19, 2015 City Council Agenda Report, and hereby reconfirms, readopts, and incorporates by reference all the CEQA findings, including certification of the Project EIR, relative to the SIA, as contained in the approved City Planning Commission Staff Report and the City Council Agenda Report.

For questions regarding this report, please contact David Mog, Civil Engineer, at 510-238-3892.

Respectfully submitted,



RACHEL FLYNN, Director
Planning and Building Department

Reviewed by: David Harlan, Engineering Manager

Prepared by: David Mog, Civil Engineer

Item: _____
City Council
June 2, 2015

Introduced by

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2015 MAY 21 AM 11:32

Approved as to Form and Legality

Allen De
Office of the City Attorney

Councilmember

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION ADOPTING APPROPRIATE CEQA FINDINGS AND CONDITIONALLY APPROVING A PHASE 1 FINAL MAP FOR TRACT NO. 8194 LOCATED AT 747 52ND STREET AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH CHILDREN'S HOSPITAL AND RESEARCH CENTER OAKLAND FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT NO. 8194

WHEREAS, Children's Hospital and Research Center Oakland ("CHRCO"), now UCSF Benioff Children's Hospital Oakland, is an existing hospital facility that contains a complex of medical buildings on a triangular site, located at 747 52nd Street, in the northern portion of the City of Oakland, Alameda County; and

WHEREAS, CHRCO is the owner of 73 certain parcels of real property, recorded by the Alameda County Clerk-Recorder; and

WHEREAS, CHRCO has developed a Campus Master Plan Project ("Master Plan") that provides for the development of new and replacement facilities within the existing 11-acre CHRCO campus; and

WHEREAS, the Master Plan will be developed in two phases; and

WHEREAS, Phase 1 of the Project would include: (a) demolition of one residential building; (b) minor rear yard additions on two residential buildings; (c) construction of a 6-story, 89,100 sq. ft. Outpatient Center ("OPC2") and a 1,100 sq. ft. addition to the Central Plant Building; (d) construction of a new entrance to the existing parking garage off Martin Luther King Jr. Way; (e) landscaping and circulation improvements; (f) renovation of 95,500 sq. ft. within the existing CHRCO site; and (g) removal of nineteen trees, preservation of seven trees, and the installation of new native landscaping and bio-filtration planting areas around the OPC2 building; and

WHEREAS, Phase 2 of the Project would include: (a) demolition of one residential building, a modular building, the rear portions of three residential buildings, the B/C Wing, the existing heli-stop structure, the Bruce Lyon Memorial Research Center, the HemOnc

Administrative Building, and several trailers; (b) construction of a 2-story, 14,500 sq. ft. Family Residence Building with 12 to 16 residential units, a 3-story 31,300 sq. ft. Clinical Support Building, a 5-story, 43,500 sq. ft. Link Building with a heli-stop on the roof; a 5-story, 101,000 sq. ft. Patient Pavilion, a 3,800 sq. ft. Central Utility Plant Building, and a 4-story, 114,900 sq. ft. parking structure with 334 stalls; (c) acquisition and improvement of 1.5 acres of Caltrans Right-of-Way; (d) improvement of site access and circulation to 52nd Street and Dover Street; (e) landscaping and utilities improvements; (f) renovation of 42,342 sq. ft. within the existing CHRCO site; (g) relocation of two residential buildings east of the Family Residence Building; and (h) removal of 89 trees, preservation of 36 trees, and the installation of new native landscaping and bio-filtration planting areas; and

WHEREAS, CHRCO applied to the City of Oakland for a Vesting Tentative Tract Map (VTTM 8194) to merge all of the parcels owned by CHRCO and subject to the Master Plan (with the exception of 670 53rd Street and 770 53rd Street) into three parcels, which specifically proposed the following:

- Parcel A would merge 29 parcels into a 128,563 sq. ft. parcel and irrevocably dedicate public right-of-way and easement along 52nd Street;
- Parcel B would merge 10 parcels into a 35,541 sq. ft. parcel;
- Parcel C would merge 34 parcels into a 251,354 sq. ft. parcel; and
- If the Caltrans right-of-way property is acquired in the future, that parcel would be merged with Parcels B and C; and

WHEREAS, Final Maps for the Master Plan will be submitted in two phases; and

WHEREAS, on April 1, 2015, the City Planning Commission recommended that the City Council approve the Vesting Tentative Map for Tract No. 8194, upon which said Phase 1 Final Map is based; and

WHEREAS, on May 19, 2015, the City Council approved the Vesting Tentative Tract Map for Tract No. 8194 and the land use entitlements (PLN14-170) and certified the Environmental Impact Report prepared for the Children's Hospital and Research Center Oakland Campus Master Plan Project, SCH #2013072058 ("EIR"); and

WHEREAS, the City Engineer of the City of Oakland has determined that:

- The Phase 1 Final Map for Tract No. 8194, delineated diagrammatically in *Exhibit A*, attached hereto and incorporated herein, is substantially in accordance with the Vesting Tentative Map approved by the City Council; and
- The Phase 1 Final Map for Tract No. 8194 complies in all manners with the provisions of California Government Code sections 66410 et seq. (Subdivision Map Act) and the City of Oakland's local subdivision ordinance (Oakland Municipal Code, Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Phase 1 Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries, the limits of which have been established by a field boundary survey performed by a competent Land Surveyor, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Phase 1 Final Map for Tract No. 8194; and

WHEREAS, CHRCO has employed a competent design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements in the public right of way; and

WHEREAS, the City Engineer has approved infrastructure permit No. 1500003 and CHRCO's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit B* and incorporated herein; and

WHEREAS, pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract 8194, CHRCO has executed a Subdivision Improvement Agreement ("SIA"), attached hereto as *Exhibit C* and incorporated herein, to assure the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Oakland Municipal Code section 16.20.100, and as required by the SIA, CHRCO has deposited adequate security in the form of surety bonds, and in sufficient amounts as estimated by the City Engineer, to secure CHRCO's performance of the required public infrastructure improvements identified in the SIA; and

WHEREAS, the City's approval of a final subdivision map 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's approval of the SIA 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, to the extent approval of the SIA is a discretionary action, on April 1, 2015, the City Planning Commission, after conducting and closing the public hearing, recommended that the City Council: (a) adopt the required CEQA findings, including certifying the EIR and rejecting alternatives as infeasible; (b) adopt the Project Standard Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCAMMRP"); and (c) approve, as revised at the Planning Commission, the Project based, in part, upon the Project Findings and conditions of approval contained in the April 1, 2015 City Planning Commission Agenda Report and attachments ("City Planning Commission Report"); and

WHEREAS, on May 19, 2015, after conducting and closing the public hearing, the City Council, via Resolution No. XXXX C.M.S.: (a) made appropriate CEQA findings, including certification of the EIR and rejecting alternatives as infeasible; (b) adopted the SCAMMRP; and (c) approved, as revised at the Planning Commission, the Project, the Helistop Permit, and the Tree Permit for Phase 1, subject to findings and conditions of approval contained in the May 19, 2015 City Council Agenda Report; now, therefore, be it

RESOLVED: That the Phase 1 Final Map for Tract No. 8194 conforms to all the requirements in Government Code sections 66410 et seq. (Subdivision Map Act), Title 16 of the Oakland Municipal Code, and CEQA, and is hereby conditionally approved; and be it

FURTHER RESOLVED: That the City Council, as the final decision-making body for the lead agency, has independently reviewed, considered, and determined that these actions are exempt from CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268; and be it

FURTHER RESOLVED: That to the extent approval of the SIA is a discretionary action, the City Council, as the final decision-making body for the lead agency, has independently reviewed, considered, and analyzed the Project EIR and the CEQA findings of the City Planning Commission contained in the approved City Planning Commission Report and the City Council Agenda Report and hereby reconfirms, readopts, and incorporates by reference into this Resolution (as if fully set forth herein) all the CEQA findings, including certification of the Project EIR, relative to the SIA, as contained in the approved City Planning Commission Report and the City Council Agenda Report prior to adopting this Resolution; and be it

FURTHER RESOLVED: That the irrevocable dedication without valuable consideration to the City of Oakland of real property owned by CHRCO for use as public right-of-way and easement, as delineated on said Final Map, is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the approval of the Phase 1 Final Map and the acceptance of said dedication are conditioned upon completion to the satisfaction of the City Engineer of public infrastructure improvements, as required by the SIA; and be it

FURTHER RESOLVED: That CHRCO shall be responsible until the expiration of the warranty period for the installation, maintenance, repair, and removal of all infrastructure improvements within said public right-of-way and easement as delineated on the Final Map, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, and storm water piping, but excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

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

FURTHER RESOLVED: That failure by CHRCO to comply in all aspects with the SIA shall void the approval of the Phase 1 Final Map and shall revert the original parcels comprising Tract No. 8194 to acreage; and be it

FURTHER RESOLVED: That the City Engineer and the City Clerk of the City of Oakland are hereby authorized to endorse the Phase 1 Final Map for Tract No. 8194; and be it

FURTHER RESOLVED: That upon said executions by the City Engineer and the City Clerk, the City Engineer is hereby directed to file the fully endorsed Phase 1 Final Map for Tract No. 8194 with the Alameda County Clerk-Recorder for recordation; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to enter into an SIA with CHRCO for deferred construction of public infrastructure improvements as a condition to final map approval for Tract No. 8194; and be it

FURTHER RESOLVED: That all documents related to this Resolution shall be reviewed and approved by the City Attorney's Office prior to execution; and be it

FURTHER RESOLVED: That the City Engineer is hereby directed to file the fully executed SIA concurrently with the fully endorsed Final Map for Tract No. 8194 with the Alameda County Clerk-Recorder for simultaneous recordation; and be it

FURTHER RESOLVED: That the City's Environmental Review Officer shall cause to be filed a Notice of Determination/Exemption with the appropriate agencies; and be it

FURTHER RESOLVED: That the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is based, are respectively: (a) Planning and Building Department – Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California; (b) Planning and Building Department – Bureau of Building, 250 Frank H. Ogawa Plaza, Oakland, California; and (c) Office of the City Clerk, One Frank H. Ogawa Plaza, 1st Floor, Oakland, California; and be it

FURTHER RESOLVED: That this Resolution shall be effective upon its adoption by a sufficient affirmative votes of the elected members of Council of the City of Oakland, as provided in the Charter of the City of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GUILLEN, KALB, KAPLAN, REID, WASHINGTON, and PRESIDENT GIBSON
MCELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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

EXHIBIT A

Phase 1 Final Tract Map for Tract No. 8194



SANDIS
SCALE: 1"=40'

LINE TABLE

L1	N81°49'28"W	16.77'
L2	S88°47'35"E	4.50'
L3	S82°46'30"E	14.00'
L4	N80°01'26"W	4.50'
L5	N81°58'34"E	11.00'
L6	S88°47'26"E	4.50'
L7	N81°58'34"E	10.47'
L8	N89°01'26"W	3.50'
L9	S88°47'26"E	7.50'

LEGEND

- INDICATES SURVEY TIE LINE
- INDICATES BOUNDARY OF TRACT NO. 8232
- INDICATES INTERNAL PROPERTY LINE TO BE CREATED ON THIS MAP
- INDICATES EASEMENT LINE
- INDICATES EXISTING PROPERTY LINE
- INDICATES INTERNAL LOT LINE
- INDICATES JOINT USE PARCEL
- INDICATES ROAD CENTERLINE
- INDICATES MONUMENT LINE
- ⊕ FOUND CITY OF OAKLAND PIV MONUMENT
- ⊙ CITY OF OAKLAND STANDARD MONUMENT TO BE SET
- ⊙ SEARCHED FOR BUT FOUND
- () RECORD DATA PER REFERENCE MAP

BASIS OF BEARINGS

THE BEARING OF N81°58'34"E, AS CALCULATED BETWEEN CITY OF OAKLAND MONUMENTS 6 SE 12 AND 9 SW 20-R, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

MAP REFERENCES

- (R1) - CITY OF OAKLAND MONUMENT MAPS 287 AND 308
- (R2) - SANTA FE TRACT NO. 2, 19-MAPS-85
- (R3) - QUILCLAIM DEED, REEL 2195, PAGE 619

NOTES

- 1.) ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2.) ALL DISTANCES SHOWN ARE BASED ON FIELD MEASUREMENTS OR CALCULATED, UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.
- 3.) ALL EXISTING LOT LINES WITHIN THE BOUNDARY ARE TO BE REMOVED UPON THE RECORDING OF THIS MAP.

TRACT NO. 8194

PHASE 1 OF 2 PHASES

VESTING TENTATIVE TRACT MAP NO. 8194

A SINGLE LOT SUBDIVISION OF BLOCK G, SANTA FE TRACT NO. 2, AS FILED DECEMBER 15, 1903 IN BOOK 19 OF MAPS, AT PAGE 85
CITY OF OAKLAND APRIL 2015 COUNTY OF ALAMEDA



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

830 E. Duane Avenue | Sunnyvale, CA 94085 | P. 408.636.0200 | F. 408.630.0220 | www.sandis.net

SUNNYVALE

ROSEVILLE

OAKLAND

LEGEND

Table with columns for EXISTING and PROPOSED symbols and their corresponding descriptions for various utility and construction elements.

ABBREVIATIONS

Table listing abbreviations for materials, construction methods, and utility types, such as AC for Aggregate Base and PVC for Polyvinyl Chloride Pipe.

UTILITY/POTHOLE NOTE

The types, locations, sizes and/or depths of existing underground utilities as shown are approximate and were obtained from sources of varying reliability...

DISCREPANCIES

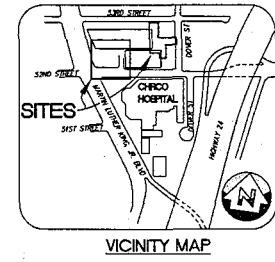
If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the contractor shall advise such discrepancies to the attention of the engineer...

EARTHWORK NOTE

It shall be the contractor's responsibility to include all material and labor required within the bid price for earthwork operations to carry out the utility and/or import/export as necessary to meet the design...

CONSTRUCTION NOTES

- 1. ALL OFF-SITE CONSTRUCTION MATERIAL AND METHODS SHALL COMPLY WITH THE CITY OF OAKLAND STANDARD PLANS...
2. CONTRACTOR SHALL LEAVE AN EMERGENCY PHONE NUMBER WITH THE POLICE AND FIRE DEPARTMENTS...
3. CONTRACTOR SHALL POST ON THE SITE, EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, HAZARDOUS WASTE AND FIRE DEPARTMENTS...



OVEREXCAVATION NOTES

THE SIZES ON GRADE WITHIN THE PROJECT SITE (INDICATED BY SHADING) SHOULD BE CONSIDERED TO BE INDICES OF ENGINEERED FILL AS DESCRIBED IN THE PROJECT GEOTECHNICAL REPORT.

PERMITTING NOTES

- THESE ARE THREE PERMITS REQUIRED FROM THE CITY OF OAKLAND FOR THIS PROJECT THAT ARE COVERED WITH THIS PLAN SET. THE FOLLOWING SCOPE ITEMS SHALL BE REMOVED FOR EACH PARTICULAR PERMIT:
PA PERMIT (EXISTING PERMIT)
- REE BARRICADES, PAVING CURB & CUTTER, CITY SIDEWALK, SIGNAGE...

P-JOB GENERAL NOTES

- 1. ALL WORK, CONSTRUCTION MATERIAL AND METHODS SHALL COMPLY WITH CITY OF OAKLAND STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION...
2. TYPE OF SANITARY SENDER PIPE MAY BE EXTRA STRENGTH C700 WTRFD CLAY PIPE (HPS), CLASS 2 SLURRY BOX PIPE (SBP) OR PIPE 500-11 PIPE, TYPE OF STORM DRAIN PIPE MAY BE 500-11 PIPE, OR CLASS 3 PIPE...

PROJECT CIVIL SCOPE

THE CIVIL SCOPE OF WORK FOR THIS PROJECT INCLUDES SITE & UTILITY WORK TO SUPPORT THE CONSTRUCTION OF THE NEW OFFICE BUILDING. THERE ARE SEVERAL PERMITS THAT WILL BE REQUIRED FOR THIS WORK AND SEVERAL JURISDICTIONS THAT WILL REVIEW AND APPROVE THE WORK...

CIVIL SHEET INDEX

Table listing sheet numbers and titles, such as C-001 CIVIL NOTES, LEGEND, AND ABBREVIATIONS, and C-002 CONSTRUCTION PERMITS PLAN.



840 MISSION STREET, SUITE 500, SAN FRANCISCO, CA 94105

CONTACTS: TAYLOR (Design Architect), RUTHERFORD + CHEKKE (Structural Engineer), CAROCCI & ASSOCIATES (Landscape Architect), SARGIS (Civil Engineer), MORPH DESIGN (Landscape Planner)



744 52nd Street, Oakland, CA, 94609

Outpatient Clinic 2

Table with columns for REVISED, PROJECT PRINCIPAL, PROJECT MANAGER, PROJECT ENGINEER, PROJECT ARCHITECT, LANDSCAPE ARCHITECT, CIVIL ENGINEER, STRUCTURAL ENGINEER, MECHANICAL ENGINEER, ELECTRICAL ENGINEER, METALS, MEDICAL PLANNING, and DESIGNER IN CHARGE.



Civil Notes, Legend, and Abbreviations

SCALE: N.T.S.

C-001

CONSTRUCTION DOCUMENTS



SEE SHEETS ALSO SUBMITTED AS PART OF THE GRADING PERMIT

CONTRACTOR agrees that in accordance with generally accepted construction practice, the contractor shall be responsible for the design and construction of the project, including the utility work...
UNAUTHORIZED CHANGES AND USES
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or use of these plans...

BENCHMARK
BENCHMARK B-1/4" AT THE INTERSECTION OF 53RD STREET AND MARIN LUTER.
SURVEY DISCLAIMER
THE BOUNDARIES SHOWN ON THESE PLANS IS A COMPARISON OF SURVEY DATA FROM SEVERAL SOURCES WITH VARYING DEGREES OF RELIABILITY.
BENCHES/BIS
THE BEARING OF N 70°22' E FOR THE CALCULATED LINE BETWEEN CITY OF OAKLAND CORNER MONUMENTS, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF THE BEARINGS SHOWN ON THIS SURVEY.

CATHODIC PROTECTION NOTE
THE EXISTING SOILS ON-SITE ARE KNOWN TO BE "MODERATELY CORRODIVE" TO BURIED METALLIC ELEMENTS. AN ANALYSIS OF AN EXISTING SOIL SAMPLE PROVIDED THE FOLLOWING CORROSION DATA:
SOIL CHARACTERISTICS TEST RESULTS/CONDITION
CORROSE N.D.
PH 8.2
RESISTIVITY 3,500 OHM-CM
SULFIDE -

CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY UNLESS AN EXCAVATION PERMIT SPECIFICS OTHERWISE.
UTILITIES AND UNDERGROUND FACILITIES IDENTIFIED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND OPERATIONAL MAINTENANCE OF ALL UTILITIES AND UNDERGROUND FACILITIES IDENTIFIED HEREIN.
CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT (USA) 800-327-2600 FORTHRIGHT (48) HOURS PRIOR TO BEGINNING WORK TO HAVE THE LOCATION OF EXISTING UNDERGROUND UTILITIES MARKED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES.

EXHIBIT B

Plan Infrastructure Permit No. 150003

EXHIBIT C

Subdivision Improvement Agreement For Infrastructure Permit No. 1500003

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

**City of Oakland
Planning and Building Department
Dalziel Administration Building
250 Frank H. Ogawa Plaza – 2nd Floor
Oakland, CA 94612
Attention: City Engineer**

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

SPACE ABOVE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

747 52nd Street
Oakland, California

Phased Final Map No. 8194

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated as of _____, 2015 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and UCSF Benioff Children’s Hospital Oakland, a California non-profit corporation (“**SUBDIVIDER**”), with reference to the following facts and circumstances:

RECITALS

- A. SUBDIVIDER is the owner in fee title and subdivider of seventy-three (73) lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 014-1206-026-01, 014-1206-027-00, 014-1206-028-00, 014-1206-003-00, 014-1206-014-02, 014-1215-025-00, 014-1215-026-00, 014-1215-027-02, 014-1215-028-03, 014-1215-023-01, 014-1215-021-02, 014-1215-020-00, 014-1215-019-00, 014-1205-019-01, and 014-1204-014-05, and by the CITY as 747 52nd Street, Oakland, California.
- B. On April 1, 2015, the Oakland Planning Commission held a duly noticed hearing on the SUBDIVIDER’s Master Plan Project (“**Project**”) and recommended to the City Council approval of a Vesting Tentative Tract Map (“**VTTM**”) to merge and resubdivide all of the parcels owned by the SUBDIVIDER and subject to the Project into three separate parcels, identified on the VTTM as Parcel A, Parcel B, and Parcel C. On May 19, 2015, the City Council approved the VTTM for Tract No. 8194.

- C. SUBDIVIDER has presented a proposed Phased Final Map to the City, identified as Phased Final Map No. 8194 and shown on the VTTM as Parcel A, which proposes a voluntary merger of previously subdivided lots of this platted land into one developable lot ("**Phased Final Map**").
- D. As a condition precedent to the CITY's approval of the proposed Phased Final Map, the CITY requires the irrevocable dedication of public right-of-way and public easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated right-of-way and easements that customarily include, but are not limited to, grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and all appurtenances thereto ("**Public Infrastructure Improvements**").
- E. SUBDIVIDER has asked the CITY and local public utility companies to accept the permanent maintenance of the required Public Infrastructure Improvements shown on the construction plans accompanying permit number PX1500003 and included in *Exhibit A*, attached hereto and incorporated herein.
- F. Construction of the required Public Infrastructure Improvements, however, has not commenced nor has it been accepted by the CITY. Consequently and in consideration of the approval of the proposed Phased Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish an Agreement binding the SUBDIVIDER to complete the required improvements pursuant to the terms and conditions set forth herein.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and SUBDIVIDER agree as follows:

1. Approval of Phased Final Map No. 8194

Approval of Final Map No. 8194 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as SUBDIVIDER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

SUBDIVIDER shall construct all required off-site and on-site Public Infrastructure Improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in Section 3, Special Conditions.

3. Special Conditions

SUBDIVIDER shall comply with the special conditions (hereinafter, "**Special Conditions**") as follows:

A. The Public Infrastructure Improvements shall conform to the performance criteria specified in Oakland Municipal Code Chapter 16.16 – Design Standards, and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.

B. The time duration for the completion of required Public Infrastructure Improvements, as set forth in Section 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged for the previous ten years.

C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required Public Infrastructure Improvements shall conform to the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP – "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

4. Completion of Public Infrastructure Improvements

A. All construction of required Public Infrastructure Improvements shall be completed by SUBDIVIDER within two (2) years of the Effective Date of this Agreement, except those required improvements for which another completion date is stated in *Exhibit A* or set forth above in Section 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has received a final inspection sign-off by the city inspector, an unconditional Letter of Completion, signed and stamped by the SUBDIVIDER's engineer, has been received by the CITY, and an unconditional Letter of Completion has been issued by the City Engineer.

B. The City Engineer may extend the time for completion of the required public infrastructure improvements upon demonstration of good cause. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension under this Section 4B.

C. An extension may be granted without notice to SUBDIVIDER's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement.

D. In the event that an extension is granted, SUBDIVIDER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional bonds or other surety acceptable to the CITY. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure SUBDIVIDER's performance, the extension shall be void.

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in Sections 7, Maintenance of Public Infrastructure Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

6. Responsibility for Dedications and Public Infrastructure Improvements

Until the Certificate of Completion is unconditionally issued, SUBDIVIDER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of SUBDIVIDER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Public Infrastructure Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, SUBDIVIDER shall maintain the construction of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

8. Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, SUBDIVIDER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will

be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 3, Special Conditions. SUBDIVIDER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 3, Special Conditions.

If at any time before the expiration of the guarantee and warranty period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, SUBDIVIDER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve SUBDIVIDER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure of SUBDIVIDER to comply with any of the requirements and conditions of this Agreement.

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, SUBDIVIDER shall pay all fees and penalties and accrued interest to the CITY and other Public Agencies that remain unpaid. Interest on amounts owed to the CITY shall accrue at the rates set forth in its Master Fee Schedule and from the date that the fees and penalties are assessed and shall continue until full payment is received, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

If SUBDIVIDER fails to perform its obligations under this Agreement, SUBDIVIDER consents to the reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

12. Security

SUBDIVIDER shall present to the CITY surety bonds, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

- A. Before execution of this Agreement, the following securities shall be presented:

1. **Faithful Performance Bond** in a face amount not less than ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by SUBDIVIDER; and

2. **Labor and Materials Bond** in a face amount not less than FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00), which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment by SUBDIVIDER to its contractor, subcontractors, laborers and material suppliers furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

The Faithful Performance Bond and the Labor and Materials Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

B. Before final approval of the public infrastructure permit, the following security shall be presented:

Maintenance Bond in a face amount not less than TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00), which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Sections 7, Maintenance of Public Infrastructure Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.

D. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided, this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, Security, alternative securities may be substituted by SUBDIVIDER in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Defense, Indemnity, and Hold Harmless

A. To the maximum extent permitted by law, SUBDIVIDER shall defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, losses (direct or indirect), lawsuits, actions, causes of action, proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the required on-site and off-site public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and SUBDIVIDER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. Not in limitation of the foregoing, SUBDIVIDER further agrees to defend and protect the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from all liability or claims because of, or arising out of the use of any patent or patented articles in the construction of said improvements. SUBDIVIDER waives all claims and recourse against the CITY, including, without limitation, the right of contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to the work performed or failed to be performed under this Agreement. This Defense, Indemnity, and Hold Harmless section shall survive the termination of this Agreement.

B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, SUBDIVIDER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Joint Defense Letter Agreement does not relieve SUBDIVIDER of any of the obligations contained in this Agreement or other requirements that may be imposed by the CITY.

15. Insurance Required

SUBDIVIDER shall procure and maintain for the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by SUBDIVIDER and his agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."
3. Workers' Compensation insurance as required by the Labor Code of the

State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

1. **Commercial General Liability** insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

2. **Automobile Liability** with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.

3. **Worker's Compensation** insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. SUBDIVIDER 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. SUBDIVIDER 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.

4. **Professional Liability/Errors/Omissions** insurance with limits not less than **\$1,000,000.00**.

5. **Builders' Risk/Course of Construction** insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty provisions. The CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either:

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers; or

2. SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of SUBDIVIDER, products and completed operations of SUBDIVIDER; premises owned, occupied or used by SUBDIVIDER, or automobiles owned, leased, hired or borrowed by SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers.

2. SUBDIVIDER's insurance coverage shall be primary insurance as respects the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers. Any insurance or self-insurance maintained by the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers shall be excess of SUBDIVIDER's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies required by this clause, including breaches of warranties, shall not affect coverage provided to the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers.

4. SUBDIVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The insurer shall agree to waive all rights of subrogation against the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers for losses arising from work performed by SUBDIVIDER for the CITY.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY. In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. However, if the insurance company is not licensed to do business in California, the A.M. Best rating shall not be less than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

SUBDIVIDER shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Commercial General Liability endorsement shall be a form CG 20 10 (or

proprietary equivalent), attached to this form. The Commercial Automobile Liability endorsement shall be a form CA 20 48, attached to this document. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time. A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT.

G. Subcontractors

SUBDIVIDER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. Actions to Enforce

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable expenses and fees, including reasonable attorneys' fees and expert witness fees, in addition to any other relief to which they may be entitled.

17. Beneficiaries, Heirs, Assigns, and Successors In Interest

This Agreement pertains to and runs with the real property included within Phased Final Map No. 8194, which land is expressly agreed to benefit from the privileges granted to SUBDIVIDER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of SUBDIVIDER.

18. Attachments

The following documents are incorporated into this Agreement by reference:

CITY Permits: Public Infrastructure – PX1500003
 Planning – PLN14-170

CITY Resolution: _____

Subdivision: Final Map No. 8194

City Engineer's Estimate of the Cost of Improvements

Insurer: Zurich American Guarantee and Liability Insurance Company
Surety: Indemnity Company of California

19. Constructive Notice

This Agreement shall be filed for recordation in the Official Records of Alameda County within five (5) calendar days following execution by the CITY.

20. Effective Date

This Agreement shall be effective on the Effective Date.

21. Miscellaneous

A. Counterparts. This Agreement may be executed in any number of counterparts (including by fax, PDF or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

B. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts within the County of Alameda, State of California.

C. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this Agreement.

D. Further Assurances. The CITY and SUBDIVIDER shall execute and deliver all documents, amendments, agreements and instruments reasonably necessary or reasonably required in furtherance of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and SUBDIVIDER have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Authorized by City Resolution No. _____
C.M.S., adopted ~~May~~ June 2, 2015.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF OAKLAND, a municipal corporation

By: _____
JOHN A. FLORES
INTERIM CITY ADMINISTRATOR

SUBDIVIDER*:

UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, a California non-profit corporation

By: Bertram H. Lubin
Bertram H. Lubin, MD
President & Chief Executive Officer

*Notarized acknowledgment required.

Exhibit A

Public Infrastructure Permit PX1500003

PX PERMIT COST ESTIMATE

Date: 16-Jan-15

Project #: 612034
 Project: OPC2
 Prepared By: BKC



SANDIS

CIVIL ENGINEERS
 SURVEYORS
 PLANNERS

Engineering Opinion of Probable Construction Costs

DEMOLITION

Item	Description	Unit	Quantity	Unit Price	Proposed
1	Demo and remove AC paving	SF	11680	\$0.50	\$5,840
2	Remove and salvage electrolier	EA	4	\$3,500.00	\$14,000
3	Demolition, Removal and Relocation of Existing Traffic Signal Equipment	EA	1	\$5,000.00	\$5,000
4	Treo Removal	EA	6	\$500.00	\$3,000
5	Curb and gutter	LF	510	\$3.00	\$1,530
6	Concrete flatwork	SF	3770	\$5.00	\$18,850
7	Sawcut	LF	550	\$7.00	\$3,850
8	Chainlink fencing (8' High)	LF	35	\$2.15	\$75
TOTAL					\$52,145

EARTHWORK

Item	Description	Unit	Quantity	Unit Price	Proposed
9	General grading	SF	14100	\$1.00	\$14,100
TOTAL					\$14,100

PAVING

Item	Description	Unit	Quantity	Unit Price	Proposed
10	Concrete paving - sidewalk	SF	2860	\$7.00	\$20,020
11	Concrete Driveway including sidewalk, gutter	EA	80	\$7,000.00	\$560,000
12	3.5" AC over 15" class II AB	SF	10980	\$4.80	\$52,704
13	8" deep lift	SF	430	\$6.30	\$2,709
TOTAL					\$635,433

CURB AND GUTTER

Item	Description	Unit	Quantity	Unit Price	Proposed
14	6" curb and gutter	LF	660	\$30.00	\$19,800
TOTAL					\$19,800

ELECTRIC/TELECOM/GAS

Item	Description	Unit	Quantity	Unit Price	Proposed
15	Reinstall salvaged Street Lights including Pull Boxes	EA	2	\$6,000.00	\$12,000
16	Type 17-2-100 Pole w/ 15' MA and 6' Luminaire MA	EA	1	\$20,000	\$20,000
17	Relocate Existing Type 1-B Pole	EA	2	\$3,000	\$6,000
18	VDC Camera and System	LS	1	\$3,000	\$3,000
19	Conduit/Wiring and Pull boxes for Signals	LF	50	\$40	\$2,000
20	Conductors for Signals	LF	200	\$10	\$2,000
21	Conduit for Street Lights (allowance)	LS	1	\$250.00	\$250
22	Conductors for Street Lights (allowance)	LS	1	\$250.00	\$250
23	Relocate existing COMM vault	LS	1	\$5,000.00	\$5,000
24	Gas 3" Schedule 40 Galvanized Pipe	LS	10	\$25.00	\$250
TOTAL					\$50,750

SANITARY SEWER

Item	Description	Unit	Quantity	Unit Price	Proposed
25	6" vitrified clay pipe	LF	45	\$40.00	\$1,800
26	Connection to existing main line in street	EA	1	\$3,500.00	\$3,500
TOTAL					\$5,300

STORM DRAINAGE

Item	Description	Unit	Quantity	Unit Price	Proposed
27	6" PVC	LF	22	\$52.00	\$1,144
28	12" RCP	LF	164	\$40.00	\$6,560
29	Connection to existing manhole	EA	1	\$2,500.00	\$2,500
30	Catch basin - City Std curb cut catch basin	EA	3	\$2,500.00	\$7,500
TOTAL					\$17,704

WATER

Item	Description	Unit	Quantity	Unit Price	Quantity
31	2" Water line	LF	30	\$25.00	\$750
32	4" Water line	LF	36	\$36.00	\$1,296
33	6" PVC C900	LF	48	\$97.50	\$4,680
34	6" Gate Valve	EA	1	\$1,000.00	\$1,000
35	6" Fire water meter and connection	EA	1	\$10,000.00	\$10,000
36	Fire hydrant	EA	1	\$2,500.00	\$2,500
TOTAL					\$20,226

LANDSCAPING

Item	Description	Unit	Quantity	Unit Price	Quantity
37	Landscaping (Based on Square Footage)	SF	1950	\$2.50	\$4,875
TOTAL					\$4,875

EROSION CONTROL

Item	Description	Unit	Quantity	Unit Price	Quantity
38	Erosion Control including inlet protection, washout area, wattle, gravel entrance	LS	1	\$20,000.00	\$20,000
TOTAL					\$20,000

MISCELLANEOUS

Item	Description	Unit	Quantity	Unit Price	Quantity
39	Mobilization	LS	1	\$10,000.00	\$10,000
40	Bus Shelter	EA	1	\$20,000.00	\$20,000
41	Potholing	LS	1	\$10,000.00	\$10,000
42	Road Marking and Striping	LS	1	\$10,000.00	\$10,000
43	Standard Corner Handicap ramp including curb, gutter and truncated domes	EA	3	\$3,000.00	\$9,000
TOTAL					\$59,000

		Sub Total	\$899,333
General Conditions = 15%	no. of years	%	
Design Contingency = 3.5%	N/A	15	\$134,900
Escalation = 3% per year	N/A	3.5	\$31,477
	1	3	\$26,980

TOTAL **\$1,092,690**

Notes:

1. This Preliminary opinion of probable construction costs should be used only as a guide. There is no responsibility assumed for fluctuations in cost or quantity of material, labor or components.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda }

On May 19, 2015 before me, Katherine L. Castillo, Notary Public
Date Here Insert Name and Title of the Officer

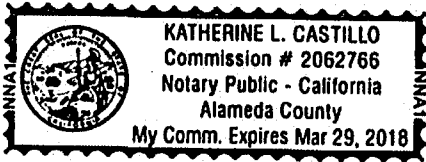
personally appeared Bertram Lubin
Name(s) of Signer(s)

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 Katherine L. Castillo
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: May 19, 2015 Number of Pages: 13

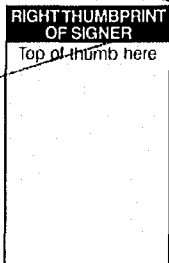
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

