

CITY OF OAKLAND**RESOLUTION NO. 78866 C.M.S.**

A RESOLUTION APPROVING THE FINAL MAP OF TRACT 7488, AN EIGHT (8) LOT SUBDIVISION LOCATED AT 66TH AVENUE AND SAN LEANDRO STREET; ACCEPTING IRREVOCABLE OFFERS OF DEDICATION OF PUBLIC RIGHTS-OF-WAY AND FUTURE MAINTENANCE OF PUBLIC STREETS; AUTHORIZING THE CITY ENGINEER TO ENTER INTO AN AGREEMENT WITH THE OAKLAND COLISEUM HOUSING PARTNERS, LLP TO CONSTRUCT PUBLIC INFRASTRUCTURE IMPROVEMENTS SERVING THE SUBDIVISION; FIXING THE AMOUNT OF SECURITIES TO GUARANTEE THE CONSTRUCTION OF THE IMPROVEMENTS AND PAYMENTS OF LABOR AND MATERIALS; AND ADOPTING PLANS AND SPECIFICATIONS FOR CONSTRUCTING THE IMPROVEMENTS.

WHEREAS, certain map entitled "Tract 7488, Oakland, Alameda County, California", has been presented to the Council for its approval; and

WHEREAS, the City Planning Commission did on the 17th day of February 2004, approve a tentative map for said Tract 7488; and

WHEREAS, said proposed final map was referred to the Director of Building Services, who has been authorized to perform the functions of the Superintendent of Streets and Ex-officio City Engineer for the purpose of review subdivision maps, and has certified to this Council that said proposed final map is substantially the same as the tentative map approved the City Council, and that said proposed final map complies with all of the provisions of the "Subdivision Map Act" and the local ordinances of the City Oakland applicable thereto, and that said proposed final map is technically, correct; and

WHEREAS, the Subdivider, Oakland Coliseum Housing Partners, LLP desires to postpone the completion of the improvements proposed to be constructed in said proposed subdivision to a time subsequent to the approval of the final map thereof; and

WHEREAS, the Subdivider, Oakland Coliseum Housing Partners, LLP has executed an agreement with the City of Oakland, for the doing of said work and has deposited with the City Clerk a surety bond or other evidence of security in the amount of \$1,135,057.00 as a guarantee that the required local improvements will be constructed in accordance with the plans a specifications; and has deposited with the City Clerk an additional bond in the amount of \$567,528.50 securing payment to the contractor, it subcontractors and all persons renting equipment or furnishing labor and materials to them; and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA) of 1970, the guidelines as prescribed by the secretary of resources and the City's environmental review regulations have been satisfied in that the project is exempt pursuant to Section 15332 of

48866

the California Environmental Quality Act therefore; be it

RESOLVED: That the City Council of the City of Oakland consents to postponement of the completion of such improvements, and the Superintendent of Streets is hereby authorized and empowered to enter into a deferred subdivision agreement with the Subdivider for the construction within said proposed subdivision of those certain improvements set forth in the plans and specifications therefore, filed in the Office of the City Clerk on the City Clerk on the 17th day of February 2004, said work to be completed on or before the 31st day of December 2006, provided, however, the date for the completion of such improvements may be extended by the City Council upon recommendation of the Superintendent of Streets; and be it

FURTHER RESOLVED: That upon execution of the agreement referred to above, said final map be the same is hereby approved; that the land designated upon said final map and offered for dedication for public utility purposes, be and the same are hereby accepted: that the City Clerk is hereby authorized, empowered and directed to endorse the approval and acceptance thereof of this Council upon said final map; and be it

FURTHER RESOLVED: That the plans and specifications prepared by Luk and Associates, Consulting Civil Engineers for the Subdivider and approved by the City Engineer and filed in the office of the City Clerk on the 17th day of February 2004, for the above mentioned improvements are hereby approved and adopted as the plans and specifications for such proposed improvements; and be it

FURTHER RESOLVED: That the City Council finds and determines that this action complies with CEQA.

OCT 19 2004

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2004

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, CHANG, DE LA FUENTE, ^{Quan} ~~MILLEN~~, NADEL, REID, ^{Wan, Brooks} ~~KOBER, STEIN~~ - 8
~~AND/OR ANY PERSONS~~

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST: Arlonda Simmons for
CEDA FLOYD
Secretary of the Redevelopment Agency
of the City of Oakland

**SUBDIVISION IMPROVEMENT
AGREEMENT**

Tract 7488

Recording Requested by:

City of Oakland

When Recorded mail to:
City of Oakland, Community & Economic
Development Agency
Building Services Division,
250 Frank H. Ogawa Plaza, 2nd Floor
Oakland, CA 94612

Accessor's Map	Block	Parcels
041	4062	002-00/007-00/008-00

THIS AGREEMENT is between OAKLAND COLISEUM HOUSING PARTNERS, L.P., a California limited partnership ("Developer"), and the City of Oakland, a municipal corporation of the State of California ("City").

RECITALS

The Developer is the subdivider of real property located within the limits of the City of Oakland on behalf of the Housing Authority of the City of Oakland, California, the owner of the property and has presented to the City Council of the City of Oakland a proposed subdivision, Tract Map 7488 which was approved by the Planning Commission of the City of Oakland on the 17th day of February 2004.

The City requires as a condition precedent to the acceptance and approval of the map the dedication of streets, highways and public ways shown on the map. In addition, the City requires improvement of the streets, highways and public ways by the construction and installation of grading, paving, curbs, gutters, sidewalks, storm drains, sanitary sewers, street name signs, survey monuments, water pipes and mains, fire hydrants, electroliers, and all appurtenances thereto.

The Developer has asked the City to accept the dedication of the street or streets shown on the map and approve the map. Street improvements have not yet been completed according to the requirements of the map and the City. The parties desire to establish an agreement binding the Developer to complete the improvements within one year of the date this Agreement is executed in consideration of the acceptance of the final subdivision map and offer of dedication.

THEREFORE, it is agreed as follows:

I. Approval of Map –

The City approves the subdivision of Tract 7488 and agrees to accept the dedication of the related public works improvements for future maintenance, subject to Developer's satisfactory performance of Developer's obligations specified in this Agreement as determined by the City.

2. Performance of Improvements

A. Tract 7488 Improvements

Developer shall perform all work as specified in Exhibit "A", attached hereto and incorporated by reference, in strict accordance with all specifications, plans and applicable City standards. The Developer shall provide detailed improvement plans for all on-site and off-site improvements as specified in Exhibit "A". The required improvements shall be constructed in accordance with the plans approved by the City Engineer on October 7, 2004 (Tract 7488, Improvement Plan, sheets C-1.1 through C-9.4), specifications, and City standards on file in the office of the City Engineer, as modified, if at all, by any subsequent revision approved by the City Engineer and in accordance with City of Oakland Standard Details for Public Works Construction, which consists of the "Standard Details for Public Works Construction 2002 Edition" adopted by City Council on June 2, 2003 by Ordinance No. 12498 C.M.S..

3. Special Conditions (if applicable)

The Developer shall be required to comply with the special conditions as follows:

4. Time for Completion and Manner of Work

All required improvements shall be completed within one year of the execution of this Agreement, except those improvements for which another completion date is stated in Exhibit "A". In its sole discretion, the City Council may extend the time for completion of the improvements at the recommendation of the Director of Building Services. Said work shall be completed in a good workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Oakland Municipal Code, standard details for Public Works Construction 2002 adopted June 2, 2003 by City Council Ordinance No. 12498 C.M.S.; where there is a conflict between the improvement plans and the Oakland Municipal Code, the stricter requirements shall govern.

Said work will be done to the satisfaction of the Director of Building Services of the City of Oakland, and shall not be deemed complete until approved and accepted as complete by said Director of Building Services in writing. An extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement. The City shall be the sole and final judge as to whether or not good cause has been shown to entitle the Developer to an extension.

5. Acceptance by City

Upon acceptance for permanent maintenance by the City, all public works improvements required by this Agreement shall become the sole property of the City of Oakland. The time for acceptance for permanent maintenance shall be that time at which all improvements have been made in accordance with Exhibit "A".

6. Responsibility for Dedicated and Unaccepted Streets

Developer agrees that the streets and other public places offered for dedication in Tract 7488 up to the acceptance of improvements by the Superintendent of Streets, the Developer shall give good and adequate warning to the traveling public of each and every defective or dangerous condition

existing in said streets and public places, and shall protect the public from such defective or dangerous condition; that until the completion of all of the improvements herein agreed to be performed, each of said streets and public places, the improvements of which are not accepted by the Director of Building Services, shall be under the charge of the Developer for the purpose of this contract, and the Developer shall close all of such public streets or public places whenever it is necessary for the protection of the public during the making of the improvements herein to be made.

7. Continued Maintenance For One Year

Notwithstanding acceptance by City, the Developer shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Contractor's omission or deficient performance for one-year thereafter.

Developer guarantees that the work will be free from defects and will perform satisfactorily in accordance with the Oakland Municipal Code; and shall maintain the work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

8. Warranty

Developer warrants that said improvement plan is adequate to accomplish this work as promised; and if, at any time before the City's acceptance of the work for the subdivision, the improvement plan proves to be inadequate in any respect, said Developer shall make changes necessary to accomplish the work as promised.

9. Inspection by City

The City shall inspect all work to be done by an inspector employed by the City at the cost and expense of the Developer. A City of Oakland inspector shall be present on the job site, and said inspector shall be such as the City of Oakland shall designate and appoint. Inspection of work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent, or employee of the City of Oakland indicating the work, or any part thereof, complies with the requirements of this agreement, or acceptance of the whole or any part of said work and/or materials, or payments thereof, or any combinations of these acts shall not relieve Developer of its obligation to fulfill this Agreement as prescribed herein; nor shall the City of Oakland be thereby stopped from bringing any action for damages arising from the failure to comply with any of the items and conditions hereof.

10. Payment of Outstanding Fees

Prior to acceptance of the on-tract and off-tract public works improvements for permanent maintenance by the City, the Developer shall pay all outstanding fees that are due in accordance with City Ordinances or this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, the Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

If the Developer fails to perform its obligations under this Agreement, Developer 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. Property Acquisition

If the Developer is unable to acquire property required for the construction of required improvements, the Developer agrees to execute the standard City Contract for Real Property Acquisition to provide for acquisition through eminent domain.

13. Bonds Required

The Developer shall present to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

Tract 7488 Improvements

A. At the time of signing this Agreement, the following bonds shall be presented:

- (1) Faithful Performance - (\$1,135,057.00) to secure faithful performance of this Agreement by the Developer.
- (2) Labor and Materials - (\$567,528.50) to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

B. At the time of signing this Agreement, or before the City accepts the improvements, the following bond shall be presented:

- (1) Maintenance - (\$113,505.70) to secure performance of paragraph 7. above. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the improvements required by this Agreement.

14. Alternate Security

In lieu of the bonds required by paragraph 13. above, alternative security in the form provided by City Ordinance and approved by the City Attorney may be substituted.

15. Hold Harmless

The Developer shall indemnify, defend and hold the City, its officers, officials, employees, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages directly caused by the sole gross negligence of the City.

Not in limitation of the foregoing, Developer further agrees to defend, hold harmless, indemnify and protect the City of Oakland and its officers and employees from all liability or claim because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

Developer waives all claims and recourse against the City of Oakland, 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, except claims and recourse arising directly from the sole gross negligence of the City of Oakland, its officers, agents and employees.

16. Insurance Required

Developer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Developer, 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. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.
 - a. **\$2,000,000** 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.
2. Automobile Liability: **\$2,000,000** 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. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
4. Professional Liability/errors and omissions insurance in the amount of \$1,000,000.

5. Builders' Risk/Course of Construction Insurance covering all risks of loss in an amount equal to 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: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers; or the Developer 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 are to contain, or be endorsed to contain, the following provisions:

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

2. The Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Developer'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 of Oakland, its officers, officials, employees, agents or designated volunteers.

4. The Developer'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, its officers, officials, employees and volunteers for losses arising from work performed by the Developer 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 of Oakland. 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

Developer shall furnish the City of Oakland 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), and shall have the wording as identified as Attachment A, attached to this form. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, 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

Developer shall include all subcontractors as insureds 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. Participation in Benefit Districts

The Developer shall participate in all Benefit Districts formed by the City prior to the execution of this Agreement and shall pay the prorata fee due the City under the terms of Benefit District or Districts as applied to the real property covered by this Agreement.

17. 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 reasonable attorneys' fees, and costs, in addition to any other relief to which they may be entitled.

18. Agreement Binds Successors

This Agreement pertains to and runs with the land included within Tract 7488, which land is expressly agreed to benefit from the privileges granted to Developer under this Agreement, and binds the successors in interest of the parties to this Agreement. The developer shall cause this Agreement to be recorded within 5 days of execution in the Official Records of Alameda County. This Agreement shall not become effective until recorded.

IN WITNESS WHEREOF, Developer has caused its name to be hereto subscribed and the Director of Building Services of the City of Oakland, has caused the name of the City of Oakland to be affixed hereto, all in triplicate, this _____ day of _____, 2004.

DEVELOPER

OAKLAND COLISEUM HOUSING PARTNERS, L.P.

By: East Bay Asian Local Development Corporation,
a California nonprofit corporation, its managing general partner

By: _____
Lynette Jung Lee,
Executive Director

By: Related\Oakland Coliseum Development Co., LLC,
a California limited liability company, a general partner

By: The Nicholas Company, Inc.,
a Delaware corporation, managing member

By: _____
William A. Witte, President

CITY OF OAKLAND, a Municipal Corporation

By: _____
CALVIN N. WONG
Director of Building Services

CLAUDIA CAPPIO, Development Director,
Community and Economic Development Agency

APPROVED AS TO FORM
AND LEGALITY

Deputy City Attorney

(Attach notary acknowledgement slip)

EXHIBIT A

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Community and Economic Development Agency
Building Services Division

(510) 238-3102
FAX (510) 238-2959
TDD (510) 238-6312

October 7, 2004

RELATED COMPANIES OF CALIFORNIA
18201 Von Karman Avenue, Suite 400
Irvine, California 92612

Re : Public Street Improvement for TR7488. Coliseum Gardens 350 Residential
Apartment.

Dear Applicant:

The plans for the proposed TR7488 public improvements have been examined for compliance with applicable City regulations administered by the Community and Economic Development Agency.

It will be necessary for you to do the following improvements, all in accordance with the City's private job procedure.

DESCRIPTION

QUANTITY/UNIT

STREET WORK

1.	Curb and Gutter	2,682	l.f.
2.	6" Curb	2,511	l.f.
3.	12" Aggregate Base	68,747	s.f.
4.	13 1/2" Aggregate Base	746	s.f.
5.	Valley Gutter	1,905	l.f.
6.	Box Culvert	1	ea
7.	Driveway Approaches	13	ea
8.	Handicap Ramps	21	ea
9.	Electrolier	27	ea

10.	Street & Traffic Signs	11 ea
11.	Traffic Stripping	1,019 l.f.
12.	Stop Legend	11 ea
13.	3" AC Pavement Street	68,747 s.f.
14.	4" AC Pavement Street	746 s.f.
15.	2 ½ AC Overlay	726 s.f.
16.	AC Grind	10,530 s.f.
17.	Concrete Sidewalk	22,139 s.f.
18.	Grass Swale	710 l.f.
19.	Concrete Cap	735 s.f.

STORM DRAIN

20.	6" DIP Storm Pipe	6 l.f.
21.	12" RCP Storm Pipe	884 l.f.
22.	12" HDPE Storm Pipe	1,308 l.f.
23.	18" HDPE Storm Pipe	906 l.f.
24.	18" RCP Storm Pipe	107 l.f.
25.	24" HDPE Storm Pipe	153 l.f.
26.	30" HDPE Storm Pipe	367 l.f.
27.	Storm Catch Basin	41 ea
28.	Storm Manhole	8 ea
29.	Field Inlets	9 ea

SANITARY SEWER

30.	8" VCP Sewer Main Pipe	1,780 l.f.
31.	6" VCP Sewer Pipe	476 l.f.
32.	Sewer Manhole	14 ea
33.	Sewer Cleanout (SSCO)	18 ea

WATER SUPPLY

34.	8" Water Pipe	2,916 l.f.
35.	1.5" Domestic Water	91 l.f.
36.	Fire Hydrant, Valve, and Pipe	12 ea
37.	Water Valve	18 ea

Plans and specifications for the above-described improvements must be prepared at the owner's expense by a Civil Engineer registered in the State of California.

Construction of the improvements may not commence until said plans and specifications have been approved by the Director of Building Services and deposit on the required inspection fee has been made. The deposit (8% of Engineer's estimate) shall be paid when the approved plans and specifications are obtained from the Building Services Permit Counter, 250 Frank H. Ogawa Plaza, 2nd floor. Inspection of the work will be conducted by the Community and Economic Development staff.

Upon completion of all the improvements, the Civil Engineer shall certify that the public improvement work has been completed in conformance with the approved plans and specifications, or with changes which have been authorized by him and approved by the Director of Building Services. The Civil Engineer shall also submit "as-built" plans to the City that reflect the true condition of the work that may have been modified (with approval of the City) and constructed on the project site.

In accordance with Item D of Section 12.16.040, "Improvement Procedure", of the Oakland Municipal Code, the owner shall require his contractor to guarantee the work, in general, for one year after acceptance of the work by the City. The owner and his contractor will be held responsible for all work under this private job permit until the one-year guarantee period has elapsed.

In order to obtain approval of the P-Job permit, you must assure the work. To assure the work, you must sign and notarize this letter agreement shall indicate his official capacity and submit a resolution or other document from the corporation certifying his authority. *A corporate seal will be accepted in lieu of a document.*

The improvement security may be cash, bond(s) or instrument(s) of credit that are approved the City. The improvement security shall be: an amount equal to 100% of the total estimated cost of the improvement, conditioned upon the faithful performance of the agreement or contract; and an additional amount equal to 50% of the total estimated cost of the improvement, securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor and materials to them for the improvement. Improvement security will not be released by the City until certification and "as-built" drawings are submitted by the Civil Engineer and a Notice of Completion is filed by the City.

The release of the performance security will be conditioned upon receipt of a notice of completion and acceptance by the Community and Economic Development Construction Division. The release of labor and materials security will occur no earlier than six months from the date of issuance of the Notice of Completion by the City.

Applicant hereby agrees to remise, release, forever discharge, and agree to defend (including payment of attorneys' fees), fully indemnify and save harmless, the City, its officers, agents and employees and each of them from any and all actions, causes of actions, claims and demands of whatsoever kind of nature, and any damage, loss or injury which may be sustained directly or indirectly by the City, the undersigned and any other person or persons, arising out of, or by reason of, anything done or omitted by Applicants or their contractor(s) under or in connection with the design and/or construction of work specified under the permit. Further, the Applicants hereby agree to defend (including the payment of attorneys' fees), fully indemnify and hold harmless the City, its officers, agents and employees, and each of them, from 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.

The signed and notarized agreement and the improvement security should be mailed to Jon Ewigleben, Supervising Civil Engineer, 250 Frank H. Ogawa Plaza, 2nd floor, Oakland, California 94612, or delivered in person to the Building Services Information Counter, 2nd floor.

Any questions concerning this matter should be directed to *Don Smith* at 238-4778, any weekday between 8:00 a.m. and 4:30 p.m. A copy of this letter is enclosed for your records.

Very truly yours,

CALVIN N. WONG
Director of Building Services

The undersigned agrees to do the improvement work and all other requirements described above within one year from the date of issuance of the Private Job Permit. The improvement security in the amount of \$1,135,057.00 for faithful performance and \$567,528.50 for labor and materials are hereby submitted.

Signed _____

Date _____

(Please attach notary acknowledgement slip)