

### FILED OFFICE OF THE CITY CLERK

### 2815 MAY 2 | AM II: 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

1/19/15

**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 52<sup>nd</sup> 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 Co	ounci
	June 2	2014

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 helistop 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 53<sup>rd</sup> Street and 770 53<sup>rd</sup> 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-ofway and easement along 52<sup>nd</sup> 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 Counci
	June 2 2014

Page 2

### John Flores, Interim City Administrator

Subject: Tract 8194 Subdivision Map (Phase 1) - Children's Hospital and Research Center

Date: May 21, 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
  - o a new pedestrian sidewalk and landscaping along Martin Luther King Jr. Way ("MLK") between 52<sup>nd</sup> and 53<sup>rd</sup> Streets and along 52<sup>nd</sup> Street between the signal at MLK and the signal at the pedestrian crossing from the hospital to the parking garage;
  - o modified traffic signals at the intersection of MLK and 52<sup>nd</sup> Street and at the pedestrian crossing; and,
  - o incidental improvements to the storm drain and sanitary sewer systems in MLK and 52<sup>nd</sup> 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

Page 3

Date: May 21, 2015

Page 4

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

Date: May 21, 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

Page 5

Introduced by

### OFFICE OF THE CITY CLERK

2015 MAY 21 AM 11: 32

Councilmember

Approved as to Form and Legality

Office of the City Attorney

### OAKLAND CITY COUNCIL

Resolution No.	C.M.S.
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RESOLUTION ADOPTING APPROPRIATE CEQA FINDINGS AND CONDITIONALLY APPROVING A PHASE 1 FINAL MAP FOR TRACT NO. 8194 LOCATED AT 747 52 ND 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 53<sup>rd</sup> Street and 770 53<sup>rd</sup> 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 52<sup>nd</sup> 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 reestablished 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 warrantee 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, 1<sup>st</sup> Floor, Oakland, California; and be it

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, WASI MCELHANEY	HINGTON, and PRESIDENT GIBSON
NOES -	
ABSENT –	
ABSTENTION -	
ATTEST	:LATONDA SIMMONS

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

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

### EXHIBIT A

Phase 1 Final Tract Map for Tract No. 8194

### OWNERS' STATEMENT

THE UNDERSIONED HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITH THE EXTERIOR EQUINARY UNCS ON THE HERE'N EMBODIED MAP ENTITLED TRACT NO. 8194" THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE FOLLOWING LISTED DEEDS: 1. CRANT DEED RECORDED JULY 28, 1989 UNDER RECORDET'S SCRUL, NUMBER 88-189095. 2. CRANT DEED RECORDED FEBRUARY 16, 1990 UNDER RECORDET'S SERMA, NUMBER 90-404633. 3. CRANT DEED RECORDED DECORDED TOOSTR 13, 2005 UNDER RECORDET'S SERMA, NUMBER 2005-49507, A JAMIN MELL RECORDED DECOMER 13, 2005 UNDER RECORDER'S SERAL NUMBER 2005443607, 4. CRANT BEED RECORDED DECOMBER 19, 2006 UNDER RECORDER'S SERAL NUMBER 2005461704, 5. GRANT GEED RECORDED DECOMBER 22, 2011 UNDER RECORDER'S SERAL NUMBER 2011/2/2649, 6. GRANT GEED RECORDED AUGUST 15, 2012 UNDER RECORDER'S SERAL NUMBER 2012/256756, CEPTICAL RECORDERS OF ALAMEDA COUNTY, CALIFORNIA, THAT IT CONSENTS 10 THE PREPARATION AND FUNG OF THIS MAP.

THE UNDERSIGNED DOES HEREEY IRREWOCABLY OFFER FOR DEDICATION IN FEE TO THE CITY OF CHALAND FOR THE PROPERSE OF "PUBLIC ROAD ROOT—WAY THOSE AREAS DESIGNATED "PUBLIC ROAD ROOT—OT—MAY ON THE HEREM EMBOLID WAP.

THE AREA MITHEN PARCEL! DESIGNATED AS "PUBLIC SERVOE FASTMENT" IS HEREBY DEDICATED TO THE THE DITY OF DARLAND FOR USE AS A NON-EXCUSIVE MESSMENT FOR HERCONDINAL AND WASCESTRUTED PEDESTRUM ACCESS BY THE GENERAL PUBLIC DUES A SOEWALK AND FOR USE AS A NON-EXCLUSIVE EASEMENT FOR INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL ECHIPMENT, WRING AND APPURTENANCES.

CHILDREN'S HOSPITAL MEDICAL CENTER OF NORTHERN CAUFORNIA, A CALIFORNIA NON-PRODII CORPORATION

PRINTED NAMEXECUTIVE Vice President &

CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND, NON-PROFIT PUBLIC BENEFIT CORPORATION

Richard DeCarlo PRINTED NAME Executive Vice President 8

### Chief of Hospital Operations OWNERS' ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE MONODAL WHO SIGNED THE BOCAMENT TO WHICH THE ROTHINGATE IS ATTACHED, AND NOT THE REPORTUNESS, ACCURACY, OR WAIGHT OF THAT DECLARENT.

TILE

STATE OF CALIFORNIA SS.

OF AMERICAN FIRM 25 ZOID, WATER ME Kolknerin L Cashillo A HOTER PUBLIC, PERSONALLY APPEARED RICHARD DECAYTO WID PROVED TO UE ON THE BASIS OF STREET WYO PROVED TO ME ON THE BASIS OF SATISFACTORY EXPENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIPED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), ON THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

CERTIFY UNDER PENALTY OF PERBURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Brothern L. Cartillo

PRINTED NAME Fatherine L Castillo

Commission # 2052755 Actory Public - Cornoris Alamaca County y Comm. Experts May 27, 20

PRINCIPLE PLACE OF BUSINESS (COUNTY) Alamean EXPIRATION OF COMMISSION March 29, 2018

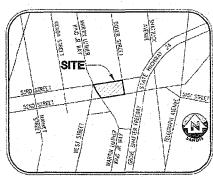
COMMISSION NO. # 2062764

### CITY CLERK'S STATEMENT

I HERFBY STATE THAT THIS WAP, DESIGNATED AS TRACT NO 8232, CONSISTING OF THREE (3) SHEETS, WAS APPROVED BY THE OTY COLUNC. OF THE CITY OF CAMIAND AT A MEETING OF SAID COUNCY. ACCEPTED, SUBJECT TO IMPROVEMENT, OR BEHALT OF THE PUBLIC, ALL REGISTOR—WAY AND EASEMENTS DESIGNATED TO PUBLIC USES IN CONFRONTIVE WITH THE TERMS OF THE SUBCATION.

COUNCIL RESOLUTION NO.

LA TONDA SUMMONS CITY CLERK OF THE CITY OF CAKLAND



### VICINITY MAP

### SEISMIC HAZARD NOTE

THE REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SUISMIC HAZARD ZONE- LIQUISIDATION ZONE PURSUANT TO SECTION 7899 OF THE PUBLIC RESOLUCES CODE. THESE HAZARDS NAY LIMIT YOUR PAILUTE TO COPELLOP THE PERL PROPERTY TO GREAT INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMALE WASHER MALTRIAL HAZARDS EXIST. THEY ARE NOT DETINITY INDUSTRIAL WASHER MALTRIAL HAZARDS EXIST. THEY ARE NOT DETINITY INDUSTRIAL WASHER MALTRIAL HAZARDS EXIST. THEY ARE NOT DETINITY INDUSTRIALS OF WHITHER OR MOT A PROPERTY WALLES AFFECTED BY A NATURAL DISASTER TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO GETAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROFERTY.

### CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CAPTORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN PILED AND DEFOSITS HAVE BEEN WASE IN COMPONIANCE WITH HE REQUIREVENTS OF SECTIONS 66492 AND BEGS OF THE GOVERNMENT COOPS OF THE STATE OF CAPTORNIA.

DATED:

ANIKA CAMPEELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA STATE OF CALIFORNIA.

DEPUTY CLERK

### CITY PLANNING COMMISSION'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF DAKLAND APPROVED ON 2015, THE VESTING TENTATIVE TRACT MAP NO. 8194, UPON WHICH THIS FINAL MAP ENTITIED TRACT NO. 8194 IS BASED.

ROBERT D. MERKAMP SECRETARY TO OAKLAND PLANNING COMMISION

DATE

### COUNTY RECORDER'S STATEMENT

FILED AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT ...... PAST OCCOOX M. ON THE DAY OF 2015, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY RECORDER OF THE COUNTY REMOVED. STATE OF CASE MAPS AT PAGES.

CLERK RECORDER IN AND FOR THE COUNTY OF ALAVEDA, STATE OF CALIFORNIA

DEPUTY CLERK RECORDER

### SURVEYOR'S STATEMENT

THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY BIRECTION AND IS BASED UPON A FIELD SURVEY IN CONTORMANCE WITH THE REQUIREMENTS OF THE SUBJUNCTION MAP ACT AND LOCAL CREMANCE AT THE REQUEST OF CHEDREN'S HOSPITAL AND RESEARCH CHIEF AT DAKALD IN MISCH OF 2015. I LESSERY STATE THAT THE MODIFICITY ARE OF THE CHARACTER AND COLDEY HE POSITIONS NUDICATED, OR WILL BE SET BEFORE THE POSITION SUDICATED, OR WILL BE SET BEFORE THE POSITIONEST, 2016. ACCORDING TO THE CURRENT CONSTRUCTION SCHEDULE, AND THAT THE MODIFICITY ARE SUFFICIENT TO EMPLOY HE SURVEY TO BE RETRACED, AND THAT THE MODIFICIATIONALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE AND, AND ANY APPROVED ALTERATIONS THEREOF.

DAMP W. EEBHAU No. 2047 Epp. 12/31/16 LICENSE EXPIRES: DECEMBER 31, 2016

APRIL 22 2015

### CITY SURVEYOR'S STATEMENT

GRBERT E. HAYES, HAYING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALEGORIA, DO HEHEBY CERTIFY THAT I MAYE EXAMINED THE HEREIN EMECDIED PARCEL MAP ENTITLED "TRACT MAP NO. 8194": I AM SATISTIED THAT THE MAP IS TECHNICALLY CORRECT.

TO WINESS WHEREOF, I HAVE HEREONIO SET MY HAND THIS \_\_\_\_\_ 2015.

GLBERT E. HAYES, P.L.S. NO. 4700 LICENSE EXPIRES: SEPTEMBER 30, 2015 CITY SURVEYOR, CITY OF DAKLAND



### CITY ENGINEER'S STATEMENT

L MICHAEL J, NEARY, CITY ENGMER, HAVING BEEN AUTHORIZED TO PERFORM THE FINITION OF THE CITY ENGMER OF THE CITY OF OAKLAND, COUNTY OF ALMEDA, STATE OF CALFORN, DO HEREOY CERTIFY THAT HAVE CHAMPED THE HEREON REMODED PARCEL MAP BUTTLED "TRACE MAP NO. 8144", THAT THE SUBDIVISION AS SHOWN UPON SAD MAP ENTITLED "TRACE MAP NO. 8144", THE THE STATA REPERBING ON THE LIBERTIME PARCEL MAP AND ANY APPROVED ALTERADOUS INTERCY; THAT SHO PARCEL MAP COUNTED WITH ALTER AND ANY APPROVED ALTERADOUS INTERCY; THAT SHO PARCEL MAP COUNTED THE SUBDIVISION MAP AND ACT OF THE CONSTRUCTED OF THE STATE OF CAUTORINAL AND ANY LOCAL CROMANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP.

IN WITNESS WHEREOF, I HAVE HEREUNIO SET MY HAND THES \_\_\_\_\_ DAY OF

WICHAEL U NEARY, R.C.E. NO. 038547 LICENSE EXPIRES: MARCH 31, 2017 LITY ENGINEER, CITY OF GAKLAND



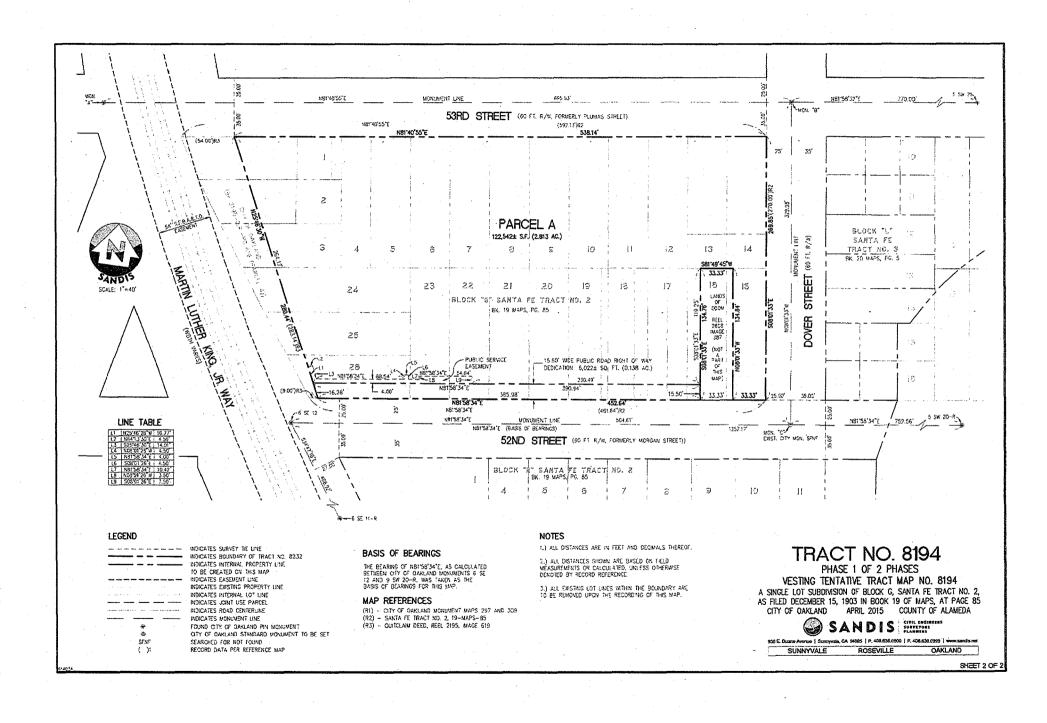
### TRACT NO. 8194

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



936 E. Dusno Avenus | Surrynsto, CA 94035 | P. 403,030,0900 | F. 403,638,0998 | www.aanda.net SUNNYVALE ROSEVILLE OAKLAND



**ABBREVIATIONS** A ADDRESS BASE

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### BENCHMARK

BENCHMARK R-1/6 AT THE INTERSECTION OF SORD STREET AND MAPTIN LUTHER RING JR. WAY, IN-LIME WITH THE WESTERLY CLOSE OF MARTIN LUTHER KING JR. WAY.

### BASIS OF BEARINGS

THE BEARING OF H 3019'29' E FOR THE CALCILLATED LINE BETWEEN CITY OF OMELING CONTROL WORMINDIES, ALLAREDA COUNTY RECORDS, WAS USED AS THE RUSS OF DRY REFERREDS, SHOWN ON DRY SUBPRESS.

### SURVEY DISCLAIMER

BE BACKGOODD SIGHM ON THESE FLANS IS A COMPATION OF STREET BITA THE SECOND SOURCES WITH WATHER DEGREES OF RELIMBELT. A TOPOGRAP AND THE BY SOURCES WITH WATHER DEGREES OF RELIMBELT AS TOPOGRAP AND THE BY SOURCES STREETING. BUT UTILITIES UNTIL BE OF SAME DATA AT GRACE AND FARE GRANTY TREETS, UNITY BOOK MAPS FROMOD BY PRANCESS UTILIZES. AND DIMETS A-BEST INFORMATION.

NO RESPONSIBILITY IS ASSIMILED FOR THE COMPLETENESS OF ACCURACY OF THE ORDERATION OF SUCH UNDERGROUND UNITIES WHOM MAY BE ENCOUNTRICE, BUT WHEN ARE HAT STOWN OF THESE PLANS. THE CONTRACTOR SULL BE RESPONSIBLE FOR LOCATION ALL UNDERGROUND FACURES AND UNLITES BY POPULACION, PROF. TO COMPLETE OF STRUCKING TO COMPLETE OF STRUCKING TO COMPLETE OF STRUCKING.

CAUTION: The engineer preparing these pions will not be responsible for, or liable for, unauthorized changes to a uses of these plans. All changes to the plans must be in writing and must be approved by the prepare of the plans.

### UTILITY/POTHOLE NOTE

THE TIPES LOCATIONS SITES AND /OR OPPINS OF DISTING UN UTRIDES AS SHOWN AND APPRODUATE AND MERE COLLANDS IN WHITEM ROLLANDITY, ONLY ACCUSED EDISANDES HAS A SIZES LOCATIONS AND OPPINS OF SUCH INDORREGISTAD UTRIDE SIZES LOCATIONS AND OPPINS OF SUCH AND CREMENTAL LILANDING UTRITICES, MONEYOF, THE DISONNER OWN ASSAULT AND ASSENTING COMPLETIONESS OR ACCUSANCY OF IS DELINEATING OF SUCH AN

### DISCREPANCIES

### EARTHWORK NOTE

### CONSTRUCTION NOTES

- 2. CONTRACTOR SHALL LEAVE AN EMPROPRIET PHONE MEMBER WITH THE POLICE AND THE REPARTMENTS.
- CONTRACTOR STALL NOTIFY ALL PUBLIC OR PRIVATE UTLITY DIMIETS 48 HOURS PRIOR TO COMMENCEDIENT OF WORK ABACCHT TO THE UTLITY UMLESS AN DICANATION PERMIT SPECIFIES OTHERMSE.
- 5. URLIES MO UNCORROLMO FICEIRS FORMED ARE FOR PERMATION ONLY.
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- 6. COVINACION TO CONTACT UNDERSCRUND SERVICE ALBIT U.S.A. 800-227-2600 FORTI-DONT (46) HOUNS PROM TO RECOMMIN WORK TO MANE DE LOCATION OF DISTRIC UNDERSCRUND UNITUSES MARCE, IT SHALL RED REFORMINGUIT OF THE CONTRACTOR TO REPORT, LOCATE, AND PROTECT ALL UNDERGROUND FACURES.
- THE CONTRACTOR SHALL HIRE A STREET CLEANING CONTRACTOR TO CLEAN UP DRT AND DEBRS FROM CITY STREETS THAT ARE ATTRIBUTABLE TO THE DEVELOPMENT'S CONSTRUCTION ACTIONIES.
- ALL GRADNE SHALL COMPONN TO APPROVED SPECTIONIDAS PRESONTED AND APPROVED SPECTIONIDAS PRESONTED AND APPROVED SET DE COLS CONTROL SHALL SE GESTATED AND APPROVED SET DE COLS CONTROL SHALL SE MORTED CHARACTER SHALL SE MORTED CHARACTER SHALL SE MORTED CHARACTER SHALL SE MORTED CHARACTER SHALL SE MORTED AND REDOKE AFT THE COMPACIONS CONTROL COST SPECIAL SE MOVINED AND REDOKE AFT THE COMPACIONS CONTROL COST SPECIAL SE
- 10. ALL IMPERALS, REGISSED FOR THE COMPLETE CAECUTION OF THE PROJECT, SHALL BE FURMISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE WOTTO
- 11. THE CONTRACTOR SHILL PROVIDE ALL LIGHTS, SIDNS, BARRICADES, FLAGHEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY DURING THE CONSTRUCTION PERIOD.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY EXISTING MERONEMENTS OF UNDERGROUND FACULTIES DAMAGED DURING THE CONSTRUCTION OF THE CONSTRUCTION FROM
- 14. THE CONTRACTOR SHALL HAVE A SUPERHITMOENT OF REPRESENTATIVE ON SHE AT ALL TRIES OUTING CONSTRUCTION.
- 15. STOPAGE OF CONSTRUCTION MATERIAL AND ECUPPMENT ON CITY STREETS WILL NOT BE PERMITTED.
- CONSTRUCTION ECONPLICATE SHALL BE PROPERLY MUTTLED, UNIVECESSARY IDLING OF CRADING CONSTRUCTION ECONPLICATE IS PROMBITED.
- CONSTRUCTION COURMONT, TOOLS, ETC. SHALL NOT BE CLEANED ON RINSED INTO A STREET, CUTTER OR STORM DRAIN.
- A CONTAINED AND COMERCO AREA ON-SIE SKALL BE USED FOR STORAGE OF CEMENT BACS, PARTIS, FLAUMAREE DLS, FERRUZERS, PESTICOES, OR ANY OTHER MATERIALS THAT HAVE POTENTIAL FOR BEDIT OSCIMIZED TO THE STORM DERNIS TISTEL BY WHO OR IN THE EMENT OF A MATERIAL SHALL
- 19. ALL CONSTRUCTION DEBRIS SHALL BE GATHERED ON A RECULAR BASIS AND PLACED BY A DUANSTER WACH IS DUPTED OR REGULTED MEETLY. WHEN FASSEL, TARRS SHALL BE USED ON THE GROWN TO COLLECT FALLEN DEBRIS ON SPACIFICS THAT COLUD COMPRIBILE TO STORMWRITED POLITICA.
- 20. ANY TEMPORARY ON-SITE CONSTRUCTION PLES SHALL BE SECURELY CONFRED WITH A TURP OR OTHER GENCE TO CONTAN DESIRE.
- CONCRETE TRUCKS AND CONCRETE PHISHING OPERATIONS SHALL NOT DISCHARGE WASH WATER WITO THE STREET CUTTERS OF GRAINS.
- 22. UNCESS OTHERWISE MOTED ALL COMORETE SHALL BE CALTRANS WINGE COMORETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3,000 PS.

### CATHODIC PROTECTION NOTE

THE ENSTRUC SOILS ON-SITE ARE KNOWN TO BE "HODERATELY CORROSME" TO BURBO METALLIC ELEMENTS. IN MALYSIS OF AN ENSTRUC SOIL SAMPLE PROMOES THE COMPANY NATURE.

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### OVEREXCAVATION NOTES

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### PERMITTING NOTES

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  MORE FOR BOTH OWSIT & OFFSITE MONK SHALL BE COVERED UNDER THE
  ORDERS OF REMOTE

### P-JOB GENERAL NOTES

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- THE OF SAMTARY SENSE PIPE WAY BE CHIRA STRUKKTH CHOO WITHHOO CLAY PIPE (MOP). CLASS 52 DUCKEE RICH FIRE (INF) OF NOTE SUR-11 PIPE. THE OF STORM DRIAN FIRE MAY BE HOPE SUR-11 PIPE, OR CLASS 5 RICP.
- MANUAL COURT OVER PIPE IS 3 FEET IN EXEMENTS AND 3.5 FEET IN STREETS, OR CONCRETE BEDGING IS REQUIRED (SEE CITY OF CHALLING STANDARD DETAIL SHEET D-1) OR CLASS IT OUTTILE BODY PIPE IS REQUIRED.
- CHECK DAILS AND PIPE ANCHORS WAY BE RECURRED IF DIRECTED BY THE ENGINEER.
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### PROJECT CIVIL SCOPE

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\*备条备告 UCSF Benioff Children's Hospital

> 744 52nd Street Oakland, CA, 94609

Outpatient Clinic 2

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Civil Notes, Legend, and Abbreviations

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# JIILITY/POTHOLE NOTE

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# CONSTRUCTION NOTES

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- CONTROL PART POST OF THE DIE DENSEAT REDING MINOR PROPERTY.
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- AL CONNETTY DAIL IN POSTAGEL FOR LETAING ALL POSTAGE LEAKING CONDUIT, ILLEVOLL, POURMY, FIL POWER, ACTUAL PROPERTY CONDUIT, ILLEVOLL FOR ANY MON.
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    - STANDE OF CONSTRUCTOR METERS, AND ECONOMIST OF OFF STATES.
- CHESTON LOUGHT DUT IT POSTS FURTION INFORMATION OF SHEET SAFETY TO SHEET SAFETY TO SHEET SAFETY SAFE CONSTRUCTOR COMPANY, TOTAL OF SOLUTION OF ST. CLAND OF PT. WIG. A STREET, CLATTER DO STROW DOWN.

A CONTINUE AND COLORD ARM ON-SIT THAT IR COLD FOR STORING TOWN LOAD, SHAN, TARABLEL OR STRAINED AT STREET OF AN TARRY MATERIAL DAY MAY POSSIVE UP SING FOR STORING TO THE CITAL DRAW STORY RIL MOD ON IN TARRY IN A A MATERIAL STREET.

- AL CONTROTON EDING SALL PE CANADAT DA A REGLAP PATE PACIFO NA A RENDELLA RENDE OF PACIFO DE MACID KITHET BED PACIFO NA RENDELLA RENDE ON THE CONDUM TO CALLET FALLO OF THATAS DATE CALL CENTRALE TO SEPHRATIVE PALLOTON
- ANY TREPONDO DIL DIT CONTRACTOR TOTS SALL DE MICHELY COM-ROLLA TORRO DE DIGITA (SALTA DE CONTRA COM-S
  - CONDUCT PUDG AND CONDUCT PROPERTY OFFICED SHALL HAS ARROWED OF MAD WITH THE SHARL SH 72 ONDER CHEMPS AND ALL COMPUTE SHALL FE CALTHAN AND COMMON AFT A 25 CALTHAND A SHENCH OF A 200 CHEMPS AND A SHENCH OF A 200 CHEMPS AND A 200

# CATHODIC PROTECTION NOTE

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### VICINITY MAP

# OVEREXCAVATION NOTES

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### PERMITTING NOTES

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Outpatient Clinic 2 744 52nd Street Oakland, CA, 94609

# P-JOB GENERAL NOTES

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### PROJECT CIVIL SCOPE

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Civil Notes, Legend, and Abbreviations

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CONSTRUCTION DOCUMENTS

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### **EXHIBIT B**

Plan Infrastructure Permit No. 1500003

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# CONSTRUCTION NOTES

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- АЦ СКЛОНЕ БИЦ ВЕ РЕКТОВИВ И STOY A ИМИТЕ А STO COURT) ИНТ ВЕ STANDARDS ESTURISMED BY RE AR COULTY MANTOVANCE FOR AMBORIC PARTICULATES (DUST).
  - ALL MITTERIS, REGURD FOR THE COMPLITE EXTENTION OF THE PROJEC MULTER THROUGHD AND MISTALLID BY THE CONTINCION UNILESS ORIGINALITY. ATT STAND, SHALL CHARGE TO THE RESOLUTE HIS RESOLUTION OF STAND OF A TENDER OF
- THE COMPACTOR SIVIL PROVIDE ALL LIGHTS, SEWS, BLONGLOES, PLACIEN ON OTHER BLYICES NECESSARY TO PROVIDE FOR PARTICE SUFFIL DANNE, THE CONSTRUCTION PEPROD.
- THE COMMICTOR SULL BE REPORTING TO REFUR OF REPLACE LINY EXECUTED WITHOUTH TO WOOD PRODUCES DAMICTO DURING THE CONSTRUCTION FERIOR.
- THE CONTRICTOR SHILL BE RESPONSILE FOR OBTHING ALL ENCASON. ENCANARION, CONDRETE, ELECTRICAL, PROMERICE FOR PERMITS NECESSAN PROFI TO RECOMMEN CONSTRUCTOR FOR ANY MERIC.
  - STORICE OF CONSTRUCTION MATERIA, AND EQUINAGAT ON CITY STREETS NOT OR PLYMITTEE. THE CONTRACTOR SALL HAVE A SUPERINTEMENT OR REPRESENTATIVE SITE AT ALL TIMES DANNIC CONSTITUTION.
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# OVEREXCAVATION NOTES

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### PERMITTING NOTES

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Outpatient Clinic 2

# P-JOB GENERAL NOTES

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    - CHECK DAMS AND PRE ANCHORS MAY BE RECURRED IF DIRECTED BY THE ENGINETR.

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# PROJECT CIVIL SCOPE

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Civil Notes, Legend, and Abbreviations

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CONSTRUCTION DOCUMENTS

File: X: [P](612034)PLAN SETS\00C2\C-001.drg Data:May 14, 2015

### 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 52<sup>nd</sup> 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 52<sup>nd</sup> 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. <u>Completion of Public Infrastructure Improvements</u>

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 onsite 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 offsite 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.

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Authorized by City Resolution No. \_\_\_\_\_\_ C.M.S., adopted May 19, 2015.

JUNE 2 CITY OF OAKLAND, a municipal corporation

APPROVED AS TO FORM:

By:

JOHN A. FLORES
INTERIM CITY ADMINISTRATOR

IN WITNESS WHEREOF, the CITY and SUBDIVIDER have each caused this

Agreement to be duly executed on its behalf as of the Effective Date.

### **SUBDIVIDER\*:**

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

By

Bertram H. Lubin, MD

President & Chief Executive Officer

<sup>\*</sup>Notarized acknowledgment required.

### Exhibit A

Public Infrastructure Permit PX1500003

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### DISCREPANCIES

### EAFTHWORK NOTE

## CONSTRUCTION NOTES

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# P-JOB GENERAL NOTES

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PROJECT CIVIL, SCOPE

### XML SHEET INDEX

Civil Notes, Legend, and Abbreviations

C-001 Text N.T.

CONSTRUCTION DOCUMENTS

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### PX PERMIT COST ESTIMATE

Date:

16-Jan-15

612034 OPC2

Project #: 612034
Project: OPC2
Prepared By: BKC
Engineering Opinion of Probable Construction Costs



### DEMOLITION

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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

### PAVING

la n	O; feljeteo	(1)151	Qarany.	93/406	BEFOREST.B.
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**

1000			Description .		0660	લેમ તેમ કે	ungas	(myanaa n
14	6° curb and gutter	000000000000000000000000000000000000000			(F	660	\$30.00	
							TOTAL	\$19,800

### ELECTRIC/TELECOM/GAS

tit o	08-90,000	1966	ill illustry (	grasjansk -	. Philippin
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
to the same of the				TOTAL	\$50,750

### SANITARY SEWER

				TOTAL	\$5.300
26	Connection to existing main line in street	EA	1	\$3,500.00	\$3,500
25	6" vitrified clay pipe	LF	45	\$40.00	\$1,800
id in	(P. C. G. C.	i ithre	(Constant	Tably George	4555,000,000

### STORM DRAINAGE

	Kiedin	Light !	( av in	Lingson H	Englance )
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

(1,0,0)	942,60pHob	Units :	werroty.	He saix	. 3839/accidi
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	EΛ	1	\$1,000.00	\$1,000
35	6" Fire water meter and connection	EΛ	1	\$10,000.00	\$10,000
36	Fire hydrant	EA	1	\$2,500.00	\$2,500
				TOTAL	\$20,226

### LANDSCAPING

l film		- 655 (c) [g/5c)	wan d	tropale.	Unipsika (	i iryahaga 📋
37	Landscaping (Based on Square	Footage)	 SF	1950	\$2.50	\$4,875
					TOTAL	\$4,875

### **EROSION CONTROL**

Unin	(Prisopline	i umir i	Quentary	Unesvice	(859(anosto))
38	Erosion Control including inlet protection, washout area, wattle, gravel entrance	LS	1	\$20,000.00	\$20,000
				TOTAL	\$20,000

### **MISCELLANEOUS**

1.6ms	0(8)/20000	T unit	(80, 0) W	. dat. 0 //	GEVenning
39	Mobilization	l.S	1	\$10,000.00	\$10,00
40	Bus Shelter	EA	1	\$20,000.00	\$20,000
41	Potholing	LS	1 .	\$10,000.00	\$10,00
42	Road Marking and Striping	LS	1	\$10,000.00	\$10,000
43	Standard Corner Handicap ramp including curb, gutter and truncated domes	EΑ	3	\$3,000.00	\$9,000
				TOTAL	\$59,000

			Sub Total	\$899,333
		no. of years	%	
General Conditions = 15%		N/A	15	\$134,900
Design Contingency = 3.5%		N/A	3.5	\$31,477
Escalation = 3% per year	•	[ ]	. 3	\$26,980
TOTAL				\$1 092 690

### Notes:

<sup>1.</sup> 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.

# State of California County of Almela On May 19, 2015 before me, Katherine L. Castillo Notary Public, Here Insert Name and Title of the Officer personally appeared Bertram Lubin 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(iee), 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

Commission # 2062766

Notary Public - California Alameda County

My Comm. Expires Mar 29, 2018

WITNESS my hand and official seal. Signature \_ 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: **Document Date:** Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name:\_ ☐ Individual □ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): □ Partner — □ Limited □ General Partner — □ Limited □ General ☐ Altorney in Fact ☐ Attorney in Fact OF SIGNER Top of thumb here Top of thumb here □ Trustee □ Trustee Guardian or Conservator Guardian or Conservator Other: Signer Is Representing: Signer Is Representing:

true and correct.

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